

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



**Monday, March 18, 2024  
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, March 18, 2024 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: 882 0852 8748 Passcode: 783237. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Invocation - Led by Pastor Bill Haygood – Tomball Methodist Church
- C. Pledges to U.S. and Texas Flags
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

E. Reports and Announcements

1. Announcements

1. **Upcoming Events:**

March 22-24 – Tomball German Heritage Festival @ Depot

April 6, 2024 – Tomball Athletic Booster Crawfish Boil 4:00 pm – 8:00 pm @ Juergens Park

April 12, 2024 – Rotary Fish Fry 5:00 pm – 8:00 pm @ Juergens Park

April 13, 2024 – Second Saturday 5:00 pm – 9:00 pm @ Depot

F. Old Business

1. Adopt, on Second Reading, Ordinance No. 2024-06, an Ordinance of the City of Tomball, Texas, finding and determining that public convenience and necessity no longer require the continued existence of an unimproved right-of-way between Main Street and Alma Street, all situated in the Main Street Addition Plat as recorded in File 189453 of the Map Records of Harris County, Texas; vacating, abandoning, and closing said portion of such unimproved right-of-way; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the City's interest in said unimproved right-of-way; and containing other provisions relating to the subject.

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

1. Approve the Minutes of the March 4, 2024, Regular City Council meeting.
2. Approve the purchase of information technology hardware, software, and consulting services from Waypoint Business Solutions through the Choice Partners Cooperative (Contract #22/041KN-02) for a not-to-exceed amount of \$135,557.53 approve the expenditure of funds therefor and authorize the City Manager to execute any and all documents related to the purchases. The purchases are included in the FY 2023-2024 Budget.

3. Authorize the City Manager to execute documents necessary to participate in the Texas SmartBuy cooperative purchasing program through the Texas Comptroller of Public Accounts Cooperative Purchasing Program.
4. Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with WR Transformers, Inc. to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of its corporate headquarters facility to be located at 2013 S. Persimmon Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is and amount not to exceed \$12,072.00.

H. New Business

1. Discussion and possible action to schedule a Special Joint City Council and P&Z Workshop.
2. Appoint Member to Business Position 4 of the Tourism Advisory Committee.
3. Approve Resolution No. 2024-13, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Date, Time, and Place for Public Hearing at which all Interested Parties shall have an Opportunity to be heard; Providing for Publication of Notice of Such Public Hearing; and Directing Preparation of a Municipal Service Plan for the territory proposed to be annexed (*being 38.814 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas, being that certain called 31.994 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2023-170674, a portion of that certain called 17.307 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2023-171232, being more particularly described by metes and bounds*).
4. Approve Resolution No.2024-16 Authorizing the Application of a Grant, if awarded, from the office of the Governor, Public Safety Office, Criminal Justice Division, for funding assistance through the FY 2025 State and Local Cybersecurity Grant Program (SLCGP) – Mitigation projects and authorizing execution of documents relative to the submission and acceptance of such grant.
5. Appoint Regular and Alternate Members to the Board of Adjustments for terms that expire on March 2, 2026.
6. Discussion and possible action regarding the Draft Tree Protection Ordinance.

7. Approve, on First Reading, Resolution No. 2024-14-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 Performance Agreement by and between the Corporation and Sylvia's Wood Fire Pizza, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 306 Market Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.
8. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

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

I. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 14th day of March 2024 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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Tracylynn Garcia, TRMC, CMC, CPM  
City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation 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: March 18, 2024

**Topic:**

Upcoming Events:

- March 22-24 – Tomball German Heritage Festival @ Depot
- April 6, 2024 – Tomball Athletic Booster Crawfish Boil 4:00 pm – 8:00 pm @ Juergens Park
- April 12, 2024 – Rotary Fish Fry 5:00 pm – 8:00 pm @ Juergens Park
- April 13, 2024 – Second Saturday 5:00 pm – 9:00 pm @ Depot

**Background:**

**Origination:**

**Recommendation:**

n/a

**Party(ies) responsible for placing this item on agenda:** Sasha Luna, 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	<u>Meagan Mageo</u>	Approved by	_____
	Staff Member		City Manager
	Date		Date

# City Council Agenda Item Data Sheet

**Meeting Date:** March 18, 2024

**Topic:**

Adopt, on Second Reading, Ordinance No. 2024-06, an Ordinance of the City of Tomball, Texas, finding and determining that public convenience and necessity no longer require the continued existence of an unimproved right-of-way between Main Street and Alma Street, all situated in the Main Street Addition Plat as recorded in File 189453 of the Map Records of Harris County, Texas; vacating, abandoning, and closing said portion of such unimproved right-of-way; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the City's interest in said unimproved right-of-way; and containing other provisions relating to the subject.

**Background:**

First Reading was adopted during the Regular City Council meeting on 03/04/2024.

Tomball Assembly of God Church has requested abandonment of an existing City of Tomball unimproved right-of-way to allow for the expansion of the church at the southwest corner of Raymond Avenue and Main Street. The unimproved right-of-way is not needed for roadway purposes; therefore the Community Development Department has no concerns with the proposed abandonment.

**Origination:**

Tomball Assembly of God Church

**Recommendation:**

Approval

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

**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. 2024-06**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF AN UNIMPROVED RIGHT-OF-WAY BETWEEN MAIN STREET AND ALMA STREET, ALL SITUATED IN THE MAIN STREET ADDITION PLAT AS RECORDED IN FILE 189453 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS; VACATING, ABANDONING, AND CLOSING SAID PORTION OF SUCH UNIMPROVED RIGHT-OF-WAY; AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY SECRETARY TO ATTEST A QUITCLAIM DEED QUITCLAIMING THE CITY'S INTEREST IN SAID UNIMPROVED RIGHT-OF-WAY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

\* \* \* \* \*

**WHEREAS**, the City of Tomball, Texas ("City") owns a twenty (20) foot unimproved right-of-way containing 0.0813 acres of land being out of the Main Street Addition Plat; and

**WHEREAS**, the City Council of the City has determined that public necessity and convenience no longer require the existence of the unimproved right-of-way; and

**WHEREAS**, the City Council has determined that the unimproved right-of-way should be vacated, abandoned, and closed for the reason that it is no longer needed by the City; and

**WHEREAS**, the City Council desires to convey the unimproved right-of-way to the owners of the property on which the unimproved right-of-way exists; now, therefore,

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

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

**Section 2.** That the City Council of the City of Tomball, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of the unimproved right-of-way described in Section 3 hereof.

**Section 3.** That the portion of that certain City of Tomball unimproved right-of-way containing 0.0813 acres of land being out of the Main Street Addition Plat as recorded in File 189453 of the Map Records of Harris County, Texas is hereby vacated, abandoned, and closed.

**Section 4.** That the City Manager is authorized to execute a quitclaim deed quitclaiming the unimproved right-of-way described in Section 3 hereof to the owners of the property on which the unimproved right-of-way is located.

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 4<sup>TH</sup> DAY OF MARCH 2024.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 18<sup>TH</sup> DAY OF MARCH 2024.

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

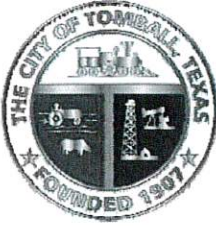
\_\_\_\_\_

LORI KLEIN QUINN, Mayor

ATTEST:

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TRACYLYNN GARCIA, City Secretary



## CITY OF TOMBALL

### RIGHT-OF-WAY ABANDONMENT REQUEST APPLICATION

Please provide the following information & return your submittal to the City Manager's Office, 401 Market St., Tomball, Texas 77375.

#### Minimum Submittal Requirements

- ☐ \$1,000 application fee;
- ☐ Detailed description of entire limits or extent of the ROW and the limits to be abandoned, if different;
- ☐ Five (5) copies of the Boundary Survey and metes & bounds description of the ROW to be abandoned;
- ☐ Electronic File (PDF) of Boundary Survey and metes & bounds description of the ROW to be abandoned;
- ☐ Copy of letters to utility providers, drainage districts, and/or other interested agencies stating they have been notified of the requested ROW abandonment;
- ☐ Letter of "No Objection" from each of the concerned entities; and
- ☐ Completed and signed application form.

#### Applicant Information

Name Tomball Assembly of God

Mailing Address PO Box 1111

City Tomball State TX Zip Code 77377

Phone Number 281-351-5055 Fax Number N/A

E-mail Address pastorgreg@tomballag.com

#### Agent or Engineer Information

Name Lloyd Lertz, RLA

Mailing Address 701 N. Loop 336 E. Suite 105

City Conroe State TX Zip Code 77301

Phone Number 713-517-3318 Fax Number N/A

E-mail Address llertz@lma-design.com

We, the undersigned property owners of

Final Plat: Tomball Assembly of God Church F.C. No. 353037, HCMB

(name of subdivision, lot, and block number)

do hereby request that the City of Tomball release and vacate the said Right-of-Way as further described in the attached Boundary Survey.

**Adjacent Property Owners Signatures**

(please include your name, mailing address, HCAD number of your property, and signature)

1. PNC Bank, National Association, by: Katelyn A. Jay, VP  
2. 300 Fifth Ave, PT-PTWR-22-1, Pittsburgh, PA 15222

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

**Certification**

I, GREG JENKINS, being one of the above named persons, do hereby certify that the above named persons include all abutting property owners of the property being vacated and released.

Please list the reasons for the request and how this request will benefit the public:

We wish to make improvements including replacing the asphalt with concrete, installing a curb, and adding parking. We will assume responsibility for the maintenance of this property.

(Signature)

GJ

(Printed Name)

GREG JENKINS






## CERTIFICATE

The undersigned, Kristin D. Biehl, Assistant Secretary of PNC Bank, National Association (the "Bank"), does hereby certify that the following is a true and correct copy of Resolutions adopted by the Board of Directors of the Bank at the organizational meeting held on April 26, 2023 and that said Resolutions are in full force and effect:

NOW, THEREFORE, BE IT RESOLVED, that Dana Armstrong, John Beggy, Thomas Byrd, Mark Chapman, Ashlea Hamilton, Sharon Mafriqi, Andrew Rapp, Joel Schroeder, Alyssa Sinicrope, Dara Slezak, Mario T. Spudic, **Kathleen A. Taylor**, Kevin J. Wade and Francis R. Walters be, and each of them hereby is, expressly authorized and empowered in the name and on behalf of PNC Bank, National Association (the "Bank") to purchase, sell or lease, or to guarantee a purchase, sale or lease, for such price or prices, or rents, and upon such terms and conditions as he or she may deem advisable, such Corporation and other properties, including but not limited to those properties occupied by the Bank in the transaction of its business, as he or she may hereinafter identify, including any buildings located thereon, and for and on behalf of the Bank and as its corporate act and deed, to negotiate, execute and deliver any deeds, leases or conveyances of such real estate, and guarantees of any purchase, sale or lease, together with such agreements, contracts, powers of attorney or other instruments which may be necessary in connection with such purchase, sale, lease or guarantee, and to affix the corporate seal of the Bank to any and all such instruments and to acknowledge the same before any person having authority to take such acknowledgments on such instruments, with the intent that they may be duly recorded.

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and affixed the seal of the Bank this 4<sup>th</sup> day of December, 2023.



  
Kristin D. Biehl

Member of The PNC Financial Services Group

The Tower at PNC Plaza 300 Fifth Avenue Pittsburgh, Pennsylvania 15222  
[www.pnc.com](http://www.pnc.com)

M:\Pittsburgh\CF\CERT\2023-04-26 SIGNATURE AUTHORITY TEMPLATES AND CERTIFICATES\TAYLOR, KATHLEEN A. - Real Estate Resolutions.docx





## CERTIFICATE

The undersigned, Kristin D. Biehl, Assistant Secretary of PNC Bank, National Association (the "Bank"), does hereby certify as follows:

1. Effective June 10, 2019, Compass Bank (FDIC #19048), a wholly owned subsidiary of BBVA USA Bancshares, Inc., was renamed BBVA USA.
2. Effective June 1, 2021, BBVA USA Bancshares, Inc., was merged with and into the PNC Financial Services Group, Inc., and BBVA USA became a wholly owned subsidiary of The PNC Financial Services Group, Inc.
3. Effective June 1, 2021, The PNC Financial Services Group, Inc. contributed and transferred all right, title and interest in BBVA USA to PNC Bancorp, Inc., and BBVA USA became a wholly owned subsidiary of PNC Bancorp, Inc.
4. Effective October 8, 2021, BBVA USA was merged with and into PNC Bank, National Association, pursuant to approval granted by the United States Office of the Comptroller of Currency (as evidenced by the official certification dated October 6, 2021, attached hereto as Exhibit A).
5. PNC Bank, National Association is a duly organized and existing national banking association (Charter No. 1316) and wholly owned subsidiary of PNC Bancorp, Inc. (a wholly owned subsidiary of The PNC Financial Services Group, Inc.), having its main office located at 222 Delaware Avenue, Wilmington, Delaware 19801 and using federal Employer Identification Number 22-1146430.

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and affixed the seal of the Bank this 21<sup>st</sup> day of January, 2022.



  
Kristin D. Biehl

Member of The PNC Financial Services Group

The Tower at PNC Plaza 300 Fifth Avenue Pittsburgh Pennsylvania 15222

[www.pnc.com](http://www.pnc.com)

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HARRIS CENTRAL APPRAISAL DISTRICT  
REAL PROPERTY ACCOUNT INFORMATION  
0671000090004

Tax Year: 2024



Owner and Property Information										
Owner Name & Mailing Address: <b>COMPASS BANK 300 FIFTH AVENUE 21ST FLOOR, PITTSBURGH PA 15222-2401</b>					Legal Description: <b>LTS 4 THRU 9 &amp; TR 10 BLK 9 MAIN STREET - TOMBALL</b> Property Address: <b>1111 W MAIN ST TOMBALL TX 77375</b>					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map <sup>A®</sup>
F1 -- Real, Commercial	8002 -- Land Neighborhood Section 2	E	0	41,410 SF	3,514	0	9929.01	5024 -- Far Northwest	4771C	288L

Value Status Information

Value Status	Shared CAD
All Values Pending	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2023 Rate	2024 Rate
None	026	TOMBALL ISD	Pending	Pending	1.065200	
	040	HARRIS COUNTY	Pending	Pending	0.350070	
	041	HARRIS CO FLOOD CNTRL	Pending	Pending	0.031050	
	042	PORT OF HOUSTON AUTHY	Pending	Pending	0.005740	
	043	HARRIS CO HOSP DIST	Pending	Pending	0.143430	
	044	HARRIS CO EDUC DEPT	Pending	Pending	0.004800	
	045	LONE STAR COLLEGE SYS	Pending	Pending	0.107600	
	083	CITY OF TOMBALL	Pending	Pending	0.293320	
	679	HC EMERG SERV DIST 8	Pending	Pending	0.089819	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at [HCAD's information center at 13013 NW Freeway.](#)

Valuations

Value as of January 1, 2023			Value as of January 1, 2024		
	Market	Appraised		Market	Appraised
Land	621,150		Land		
Improvement	545,044		Improvement		
Total	1,166,194	1,166,194	Total	Pending	Pending

Land

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8002 -- Land Neighborhood Section 2	4351	SF	41,410	1.00	1.00	1.00	--	1.00	Pending	Pending	Pending

Building

Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	1993	Bank	Bank	Good	3,514	Displayed

Building Details (1)

Building Data		Building Areas	
Element	Detail	Description	Area
Cooling Type	Central / Forced	BASE AREA UPR	64
Functional Utility	Fair	BASE AREA PRI	3,386
Heating Type	Hot Air	BANK CANOPY -C	1,247
Partition Type	Normal	CNPY ROOF W/ SLAB -C	272
Physical Condition	Avg/Normal	BASE AREA PRI	64
Plumbing Type	Adequate		
Sprinkler Type	None		
Exterior Wall	Brick / Stone		
Economic Obsolescence	Normal		
Market Index Adjustment	100% No Mkt Index Adjustment		
Element	Units		
Wall Height (enclosure)	10		
Wall Height (enclosure)	8		
Interior Finish Percent	100		
Bank: Drive-Thru	1		

Extra Features

Line	Description	Quality	Condition	Units	Year Bulit
1	CANOPY ROOF AND SLAB	Poor	Average	272.00	1973
2	Bank Canopy - Drive Thru	Poor	Poor	1,247.00	1973
4	Paving - Heavy Concrete	Poor	Poor	21,500.00	1993



November 22, 2022

***Via Hand Delivery***

PNC Bank, NA  
1111 W. Main Street  
Tomball, Texas 77375  
Attn: Branch Manager

Re: Letter of No Objection to Tomball Assembly of God's Right-of Way  
Abandonment Request Application.

Dear Sir or Madame:

The Tomball Assembly of God Church (the "Church") has or will be filing an application to abandon the right of way that exists between the Church's and Bank's properties located in Tomball, Texas. A copy of the plat depicting the alley is enclosed herewith. As you are likely aware, the Bank and the Church own the entirety of Block 9. As you are also likely aware, there is a portion of the alley that has not previously been abandoned by the City of Tomball. The Church is in the process of developing a plan to redevelop its property and the alley is functionally obsolete. Accordingly, the Church will be requesting the abandonment of the alley to accommodate its redevelopment plans.

Per Tomball's Code of Ordinances, all adjoining landowners must consent to a landowner's request to abandon a right of way. Accordingly, the Church is requesting the Bank's consent and no objection to continue with its application to abandon the alley. The Church will spearhead the effort to secure the abandonment and will bear all costs and expenses associated with the abandonment. Assuming the application process is successful, the City of Tomball will quitclaim the alley in equal shares the Church and the Bank.

If you have any questions concerning this matter, you may contact me at the number shown above, or via email at [pastorgreg@tomballag.com](mailto:pastorgreg@tomballag.com). If you are represented by an attorney, please provide the contact information for said attorney so that I may put my attorney in contact with them. If the Bank is agreeable to the Church's application to abandon the alley, please indicate by countersigning this letter and returning it to me at your earliest convenience.



March 3, 2023

Greg Jenkins  
Lead Pastor  
Tomball Assembly of God  
1101 W Main St  
Tomball, TX 77375

**Re: Standard Land Survey 2.1364 Acres Total (93,279 Sq. Ft.)**

To Whom It May Concern,

Comcast of Houston LLC, a Delaware Limited Liability Company, herein referred to as "Comcast Cable", has been asked to provide a letter of "No Objection" for the above referenced survey dated February 2023.

At this time, Comcast Cable has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, Comcast Cable will require exclusive easements.

Upon completion of Comcast Cable's facility design, if so required, dedicated utility easements may be determined inadequate by Comcast Cable. In these cases, the developer, his successors or assigns, will be required to provide Comcast with exclusive easements.

This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys, or street rights-of-way. Abandonment of any of the above requires a formal review, consent, and closure process.

Please feel free to contact me at 435-224-2356 with any questions that you may have.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jeff Houston".

Jeff Houston  
Authorized Representative



March 24, 2023

Tomball Assembly of God Church  
Attn: Greg Jenkins  
1101 W. Main St  
Tomball, TX 77375

Re: Street & Alley Closure for a 20-foot-wide alley at 1101 W. Main St.; Tomball, TX  
77375  
R/W File # 182167

Dear Greg Jenkins:

The City of Tomball has been asked to close and abandon a portion of a 20-foot-wide alley at 1101 W. Main St.; Tomball, TX 77375

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request and determined that it has no facilities located within the area to be abandoned. Therefore, CenterPoint Energy will interpose no objection to the request as filed.

This letter of concurrence shall become null and void in the event two (2) years has transpired from the above date and this street/alley closure has not been completed. CenterPoint Energy respectfully requests that the City of Tomball forward a copy of the final abandonment ordinance to CenterPoint Energy in order to complete our files and to update our map records.

Yours truly,

CenterPoint Energy

A handwritten signature in black ink, appearing to read "Raymond Johnson", written over a horizontal line.

Raymond Johnson  
Right of Way Agent  
Surveying & Right of Way  
713-207-6328

Enclosures



County: Harris  
 Project: Tomball Assembly Of God Church  
 M&B No.: 231430-R1  
 Job Number: 4435-BDY

### FIELD NOTES FOR A 0.0813 ACRE TRACT

Being a tract of land containing 0.0813 acre (3,540 square feet), located in the Joseph House Survey, A-34 in the City of Tomball, Harris County, Texas; Said 0.0813 acre tract being a portion of a platted 20' wide alley located between Lots 3, 4, 19, & 20 in Block 9 of the Main Street Addition recorded under Harris County Map Record (H.C.M.R.) Volume 15, Page 43, said 0.0813 acre tract being more particularly described by metes and bounds as follows (bearings based on the Texas Coordinate system of 1983, South Central Zone, per GPS observations.):

**BEGINNING** at a MAG Nail found at the northwest corner of said Lot 3, also being the northwest corner of the Final Plat of Tomball Assembly Of God Church, a subdivision recorded under Film Code No. 353037 of the H.C.M.R., also being the northeast corner of said 20' wide alley, being referenced by a 5/8-inch iron rod with a cap stamped 'Miller Survey' found at the northeast corner of said Final Plat of Tomball Assembly Of God Church, and at the northeast corner of Lot 1, Block 9, said Main Street Addition North 56 degrees 30 minutes 02 seconds East, a distance of 163.20 feet, said point being the intersection of the south right-of-way (ROW) of West Main Street (a.k.a. F.M. 2920) with the east line of said platted 20' wide alley;

**THENCE**, with the line common to said Lots 3, 20, and 19, said Final Plat of Tomball Assembly Of God Church, said 20' wide alley, and the herein described tract, South 02 degrees 34 minutes 27 seconds East, a distance of 183.16 feet to an X-cut in concrete set at the southwest corner of said Lot 19, being the northeast corner of a called 10' by 100' tract recorded in the name of Tomball Assembly Of God Church, under Harris County Clerk's File (H.C.C.F) No. H993596, and being the southeast corner of the herein described tract;

**THENCE**, with the line common to said 10' by 100' tract, the north line of a 10' by 300' tract recorded in the name of Tomball Assembly Of God Church, under H.C.C.F No. 2023133873, and the herein described tract, South 88 degrees 21 minutes 33 seconds West, a distance of 20.00 feet to a 5/8-inch iron rod with a cap stamped 'Miller Survey' set at the southwest corner of said Lot 4, the northwest corner of said 10' by 300' tract, and southwest corner of the herein described tract;

**THENCE**, with the line common to said Lot 4, said 20' wide alley, and the herein described tract, North 02 degrees 34 minutes 27 seconds West, a distance of 170.85 feet to the northeast corner of said Lot 4, the northwest corner of said 20' wide alley, being on said south ROW of West Main Street, and being the northwest corner of the herein described tract, said point being referenced by a 5/8-inch iron rod found bearing South 10 degrees 46 minutes 12 seconds West, a distance of 0.60 feet;

**THENCE**, with the line common to said south ROW of West Main Street, said platted 20' wide alley, and the herein described tract, North 56 degrees 30 minutes 02 seconds East, a distance of 23.31 feet to the **POINT OF BEGINNING** and containing 0.0813 acre (3,540 square feet) of land.

A Category 1B, Standard Land Survey of the herein described tract was prepared in conjunction with and accompanies this description.



John Mark Otto, R.P.L.S.  
Texas Registration No. 6672



**Miller Survey Group**

Texas Firm Registration No. 10047100

PH: (713) 413-1900

Date: December 21, 2023

Revised: January 8, 2024

M&B No.: 231430-R1

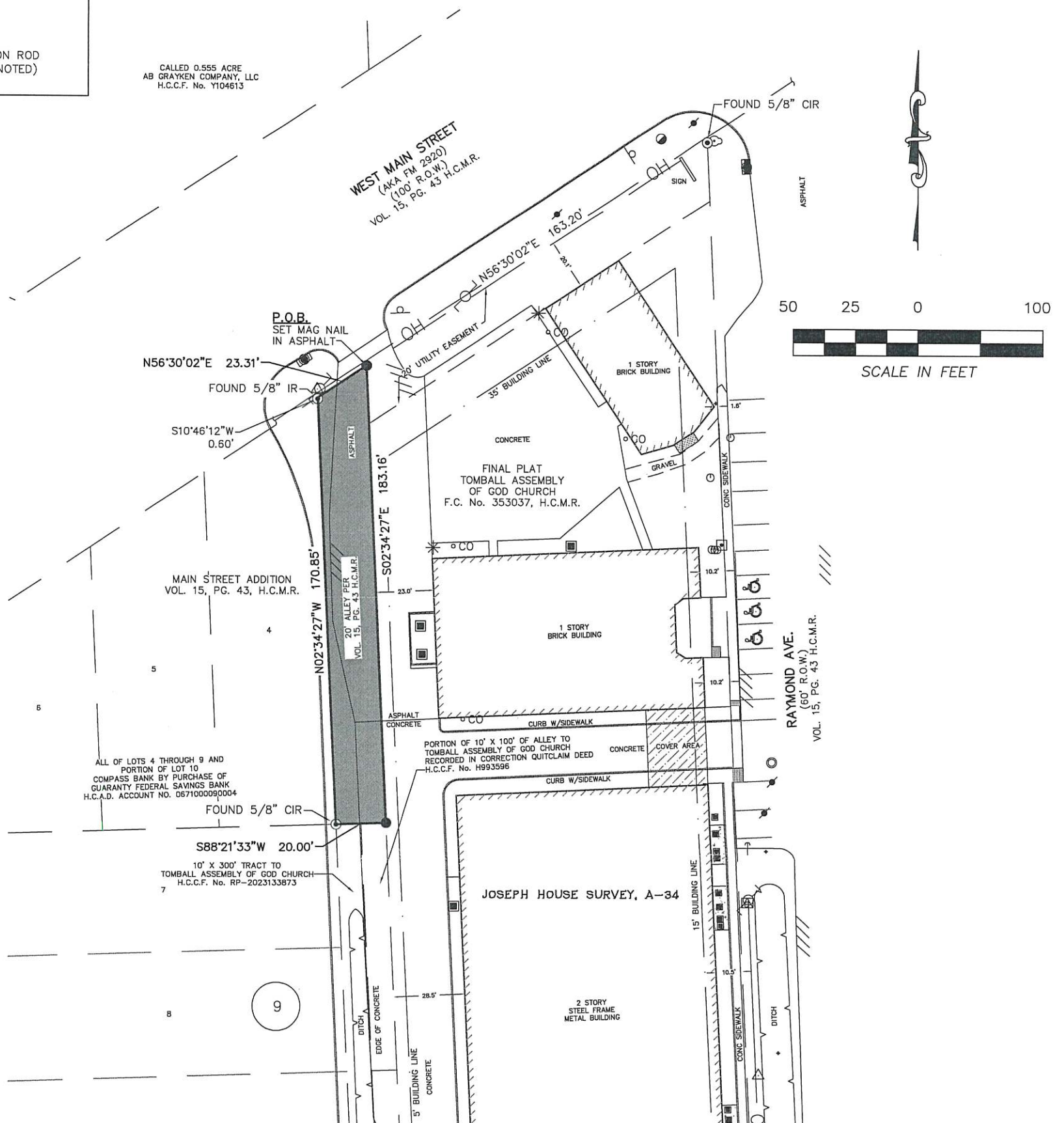
DWG No. 4435-BDY2



LEGEND

H.C.C.F. = HARRIS COUNTY CLERK'S FILE  
H.C.M.R. = HARRIS COUNTY MAP RECORDS  
F.C. = FILM CODE  
FND = FOUND  
No. = NUMBER  
IR = IRON ROD  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
R.O.W. = RIGHT-OF-WAY  
S.F. = SQUARE FEET  
PG. = PAGE  
VOL. = VOLUME  
● = FOUND 5/8-INCH IRON ROD  
(UNLESS OTHERWISE NOTED)  
● = SET X-CUT

CALLED 0.555 ACRE  
 AB GRAYKEN COMPANY, LLC  
 H.C.C.F. No. Y104613



TO:

I HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THERE ARE NO DISCREPANCIES, CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY OF WHICH I HAVE KNOWLEDGE OR HAVE BEEN ADVISED, EXCEPT AS SHOWN HEREON. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 2 SURVEY.

DATED THIS 21ST DAY OF DECEMBER, 2023



JOHN MARK OTTO, R.P.L.S.  
TEXAS REGISTRATION No. 6672  
OTTO@MILLERSURVEY.COM

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP No. 48201C0210L, REVISED DATE OF 06/18/2007, THE SURVEYED PROPERTY LIES WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
3. A METES AND BOUNDS DESCRIPTION OF THE SURVEYED PROPERTY WAS PREPARED IN CONJUNCTION WITH AND ACCOMPANIES THIS SURVEY. THE METES AND BOUNDS DESCRIPTION OF THE SURVEYED PROPERTY HEREON DESCRIBES THE SAME TRACT AS THE LEGAL DESCRIPTION IN SAID COMMITMENT FOR TITLE INSURANCE.

REVISED:	01/08/24: REVISED PLAT BOOK AND PAGE INFO
----------	---

STANDARD LAND SURVEY  
0.0813 ACRES TOTAL  
(3,540 SQ. FT.)

LOCATED IN THE  
JOSEPH HOUSE SURVEY, A-34  
HARRIS COUNTY, TEXAS

# MILLER SURVEY

Miller Survey | Firm Reg. No. 10047100

1760 W. Sam Houston Pkwy N.  
Houston, TX 77043

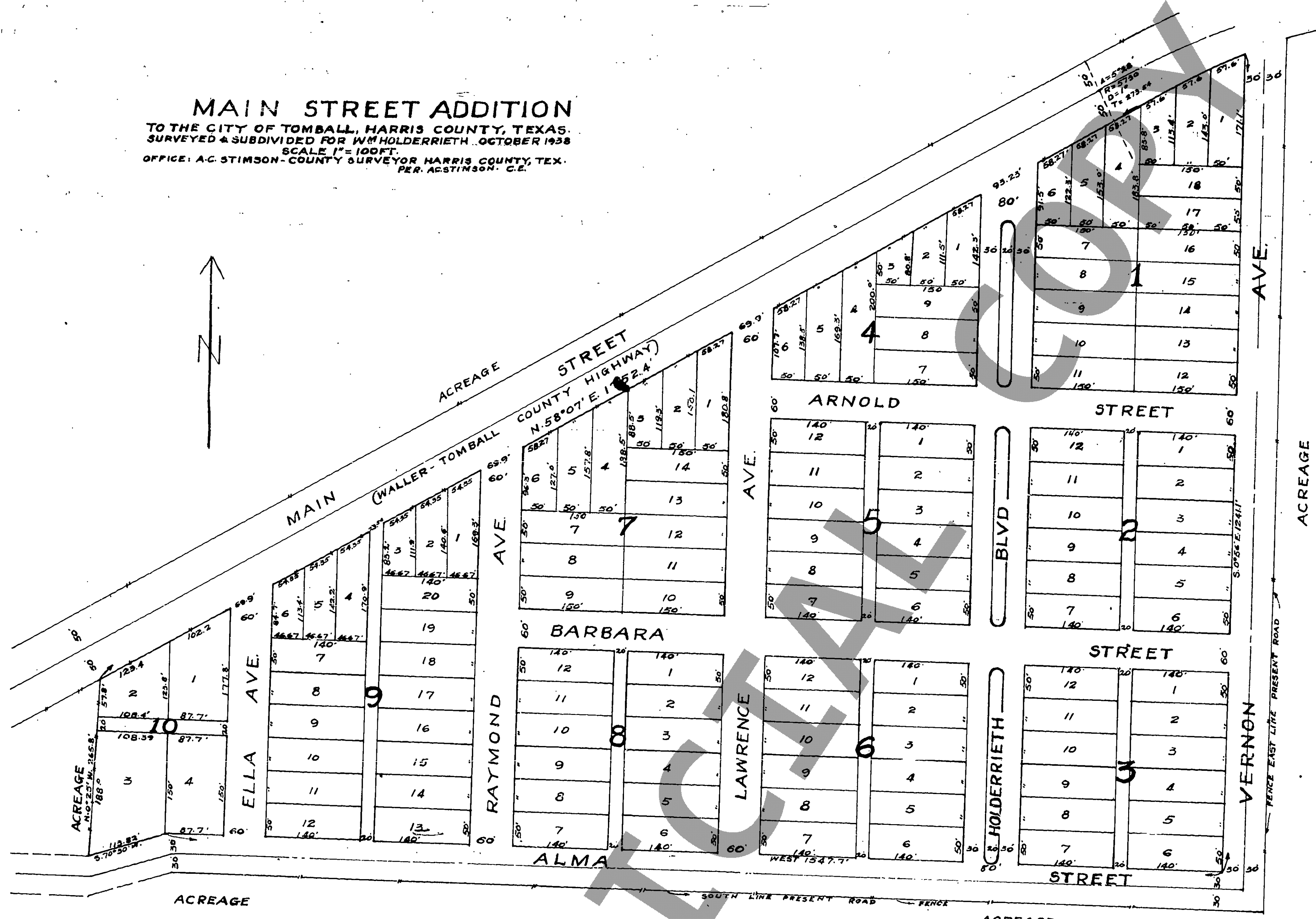
713.413.1900 | millersurvey.com

**DCCM**

JOB No.: 4435-BDY	SCALE: 1" = 50'	DATE: 12/21/2023	FIELD BOOK: N/A
DWG. No.: 4435-BDY2	DRAWN BY: ZRC	CHK. BY: JMO	M&B No.: 231430



**MAIN STREET ADDITION**  
 TO THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS.  
 SURVEYED & SUBDIVIDED FOR WM. HOLDERRIETH, OCTOBER 1938.  
 SCALE 1" = 100 FT.  
 OFFICE: A.C. STIMSON - COUNTY SURVEYOR, HARRIS COUNTY, TEX.  
 PER: A.C. STIMSON, C.E.



No. 189453

Wm. Holderrieth To Dedication & Map

State of Texas, County of Harris. That I, Wm. Holderrieth, owner of the property subdivided in this map of Main Street Addition, do hereby make subdivision of said property according to the lines, lots and streets thereon shown, and designate said subdivision as Main Street Addition, and being located in the Jos. House League, in Harris County, Texas, and I do hereby dedicate to the public use all the streets & alleys shown thereon forever. Witness my hand in Tomball, Harris County, Texas, this 26 day of Oct. A.D., 1938.

Wm. Holderrieth

State of Texas, County of Harris. Before me, the undersigned authority, on this day personally appeared Wm. Holderrieth, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and considerations therein expressed. Given under my hand and seal of office at Tomball, Harris County, Texas, this 26 day of Oct., A.D. 1938.

Geo. T. Southwell, Notary Public  
 in and for Harris County, Texas. (Seal)

State of Texas, County of Harris. Before me, the undersigned authority, on this day personally appeared A. C. Stimson, who, under oath, said that he knows the location of the Main Street Addition subdivision and that said Main Street Addition as hereon delineated is beyond the five mile limit of the City of Houston and does not come under the jurisdiction of the City Planning Commission. A. C. Stimson  
 Subscribed and sworn to before me, the undersigned authority, on this 26 day of October A.D. 1938.

W. A. Bauer, Notary Public  
 in and for Harris County, Texas. (Seal)

State of Texas, County of Harris. This is to certify that I, A.C. Stimson, County Surveyor, have surveyed and platted the above subdivision, and all street and block corners are properly marked with iron pipes and this plat is a true and correct copy of that survey and plat made by me. The southeast corner of this subdivision is located 384.5' North and 1236.7' West of the southeast corner of the Jos. House League as generally recognized.

A.C. Stimson, County Surveyor

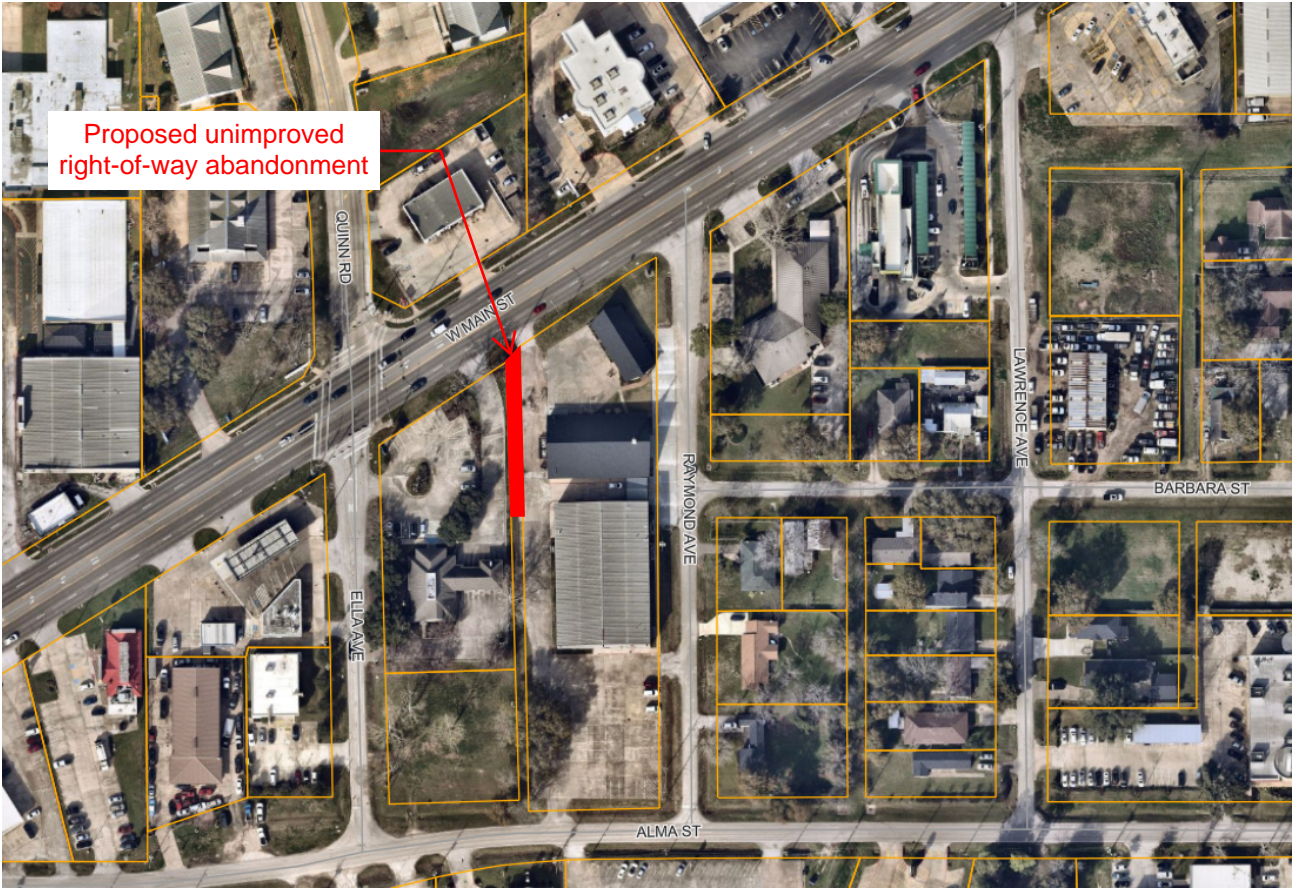
Approved: Hugo W. H. Zapp, Co. Engr.  
 This is to certify that Wm. Holderrieth, the subdivider, has complied with all conditions necessary, as provided by law, in subdividing this property.

Roy Hofmeier, County Judge. (Seal)  
 R. H. Spencer, Commissioner Precinct No. 1.  
 Beatrice Massey, Commissioner Precinct No. 2.  
 Wm. Tautenhahn, Commissioner Precinct No. 3.  
 Tom A. Graham, Commissioner Precinct No. 4.

Filed for record Dec. 22, 1938 at 9:25 o'clock A.M.  
 Recorded Dec. 27, 1938 at 9:15 o'clock A. M.

Henry M. Dudley, Clerk  
 County Court, Harris County, Texas.  
 By *Margaret Butler* Deputy

# Location Map



# City Council Meeting Agenda Item Data Sheet

Meeting Date: March 18, 2024

**Topic:**

Approve the Minutes of the March 4, 2024, Regular City Council meeting.

**Background:**

**Origination:** City Staff

**Recommendation:**

Approve Minutes

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed	<u>Sasha Luna</u>	Approved by	<u></u>
	Staff Member		City Manager
	Date		Date



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



**Monday, March 04, 2024  
6:00 PM**

- A. Mayor Pro Tem Townsend, Sr. called the meeting of the City of Tomball Council to order at 6:01 p.m.

**PRESENT**

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

**ABSENT**

Mayor Lori Klein Quinn

**OTHERS PRESENT:**

City Manager - David Esquivel  
Assistant City Manager - Jessica Rogers  
City Attorney - Loren Smith  
City Secretary - Tracylynn Garcia  
Assistant City Secretary - Sasha Luna  
Part-Time Admin. Assistant – Tabitha Trejo  
Project Manager - Meagan Mageo  
Director of Community Development - Craig Meyers  
Director of Information Technology - Tom Wilson  
Police Chief - Jeff Bert  
Court Administrator – Maria Morris  
Fire Chief - Joe Sykora  
Public Works Director - Drew Huffman  
Director of Marketing & Tourism - Chrislord Templonuevo

- B. Invocation - Led by Pastor Gamaliel Trejo – Magnolia First Baptist Church  
C. Pledges to U.S. and Texas Flags led by 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.]*

Elaine Hancock  
603 Mason St.  
Tomball, Texas

-

Thanks to City Staff regarding 600 Mason St.

E. Reports and Announcements

1. Announcements

I. Upcoming Events:

- March 9, 2024 – Second Saturday 5:00 pm – 9:00 pm @ Depot
- March 14, 2024 – Mayors Kaffeeklatsch (parks update) 8:30 am – 10:00 pm @ Community Center
- March 16, 2024 – Disco @ the Depot 5:00 pm – 9:00 pm
- March 22-24 – Tomball German Heritage Festival

- F. 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. 2024-03, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 6.87 acres of land legally described as being a portion of the W Hurd Survey, Abstract 378 from Agricultural (AG) to Office (O) zoning. The property is located within the 100 block (west side) of School Street, within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
2. Adopt, on Second Reading, Ordinance 2024-05, an Ordinance of the City of Tomball, Texas, Amending its Code of Ordinances, Section 44-164, Parking Restricted on Certain Streets, Division 2, prohibited. Restricted on certain streets, of Article V, stopping, standing and parking, of Chapter 44, Traffic and Vehicles, establishing a “No Parking, Stopping or Standing” zone along either side of Rudel Drive beginning at the intersection of SH 249 and Rudel Drive, extending east approximately 1725 feet to the intersection of Rudel Drive and Quinn Road;

providing a penalty in the amount not to exceed \$200 for each violation hereof; making finding of fact; and providing for other related matters.

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr to approve consent agenda.

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

Motion carried unanimously.

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

1. Approve the Minutes of the February 19, 2024, Regular City Council meeting.
2. Approve renewal agreement with Texas Department of Public Safety for "Failure to Appear Program" through the Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program to be in line with the 88th Legislative Session changes.
3. Approve an agreement with Lake Country Chevrolet, LLC, for two Chevrolet Colorado pickup trucks through the TIPS Purchasing (Contract TIPS USA #210907 AUTOMOBILES) for a not-to-exceed amount of \$66,226.50 authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.
4. Approve an agreement with Silsbee Ford for one Ford F-150 utility vehicle through the TIPS Cooperative Purchasing (Contract TIPS USA #200206 Transportation Vehicles) for a not-to-exceed amount of \$41,320.50 authorize the expenditure of funds therefor and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.
5. Approve request from Tomball Rotary Club for City Support and In-Kind Services for the 2024 Tomball Rotary Annual Big Show at the Depot in downtown Tomball on Saturday, October 5, 2024 from 3:00 a.m. to 9:30 p.m. The estimated In-Kind Services is \$1,140.
6. Approve request from Tidy Up Tomball for City Support and In-Kind Services for the 2024 Spring Tidy Up Tomball Event starting at Tomball Baptist Church

and then into the surrounding areas, on Saturday, May 4, 2024 from 8:00 – 11:00 a.m. The estimated In-Kind Services is \$1,140.

7. Approve a contract with Weisinger Incorporated to complete repairs and maintenance on Pine Street Water Well No. 1 through a BuyBoard Contract (Contract No. 672-22) for a not-to-exceed amount of \$151,125, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2023-2024 Budget.
8. Approve an agreement with Tracker Energy Services, Inc. for the construction of the Grand Parkway natural gas gate, for a not-to-exceed amount of \$449,776.40 (Bid No. 2024-07), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2023-2024 capital improvement budget.
9. Approve Resolution 2024-11, a Resolution of the City Council of the City of Tomball, Texas, approving the Parks, Recreation, and Trails System Master Plan; and Providing an Effective Date.
10. Authorize the City Manager to execute a Permanent Easement Agreement for the required easement necessary for the construction of the Grand Parkway Natural Gas Gate.

Motion made by Council 1 Ford, Seconded by Council 5 Parr to approve consent agenda.

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

Motion carried unanimously.

#### H. New Business

1. Adopt, on Second Reading, Ordinance No. 2024-06, an Ordinance of the City of Tomball, Texas, finding and determining that public convenience and necessity no longer require the continued existence of an unimproved right-of-way between Main Street and Alma Street, all situated in the Main Street Addition Plat as recorded in File 189453 of the Map Records of Harris County, Texas; vacating, abandoning, and closing said portion of such unimproved right-of-way; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the City's interest in said unimproved right-of-way; and containing other provisions relating to the subject.



Motion made by Council 2 Stoll, Seconded by Council 3 Dunagin to read by caption only, Ordinance No. 2024-06.

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

Motion carried unanimously.

Motion made by Council 5 Parr, Seconded by Council 2 Stoll to approve, on First Reading, Ordinance No. 2024-06.

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

Motion carried unanimously.

2. Approve Resolution Number 2024-12, a Resolution of the City Council of the City of Tomball, Texas approving the Amended and Restated Reimbursement Agreement for the Winfrey Estates Public Improvement District Number 12.

Motion made by Council 1 Ford, Seconded by Council 2 Stoll.

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

Motion carried unanimously.

3. 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: 6:18 PM

Executive Session Ended: 6:41 PM

I. Adjournment

Motion made by Council 2 Stoll, Seconded by Council 5 Parr.

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

Motion carried unanimously.

PASSED AND APPROVED this 18<sup>TH</sup> day of MARCH 2024.

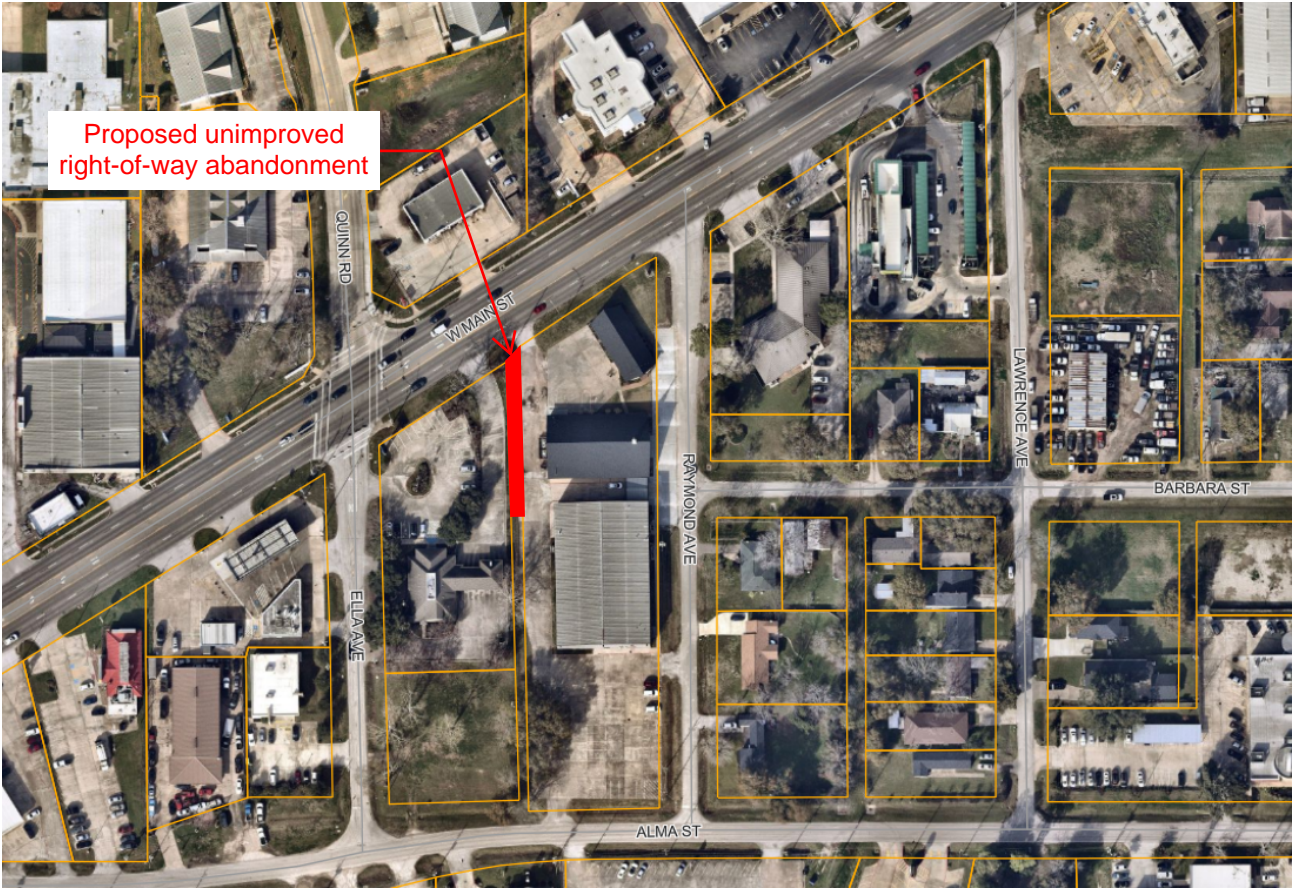
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Tracylynn Garcia  
City Secretary, TRMC, CMC, CPM

---

Lori Klein Quinn  
Mayor

# Location Map



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: March 18, 2024

#### Topic:

Approve the purchase of information technology hardware, software, and consulting services from Waypoint Business Solutions through the Choice Partners Cooperative (Contract #22/041KN-02) for a not-to-exceed amount of \$135,557.53 approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. The purchases are included in the FY 2023-2024 Budget.

#### Background:

The IT department has been diligently enhancing our security measures. This involves upgrading our hardware, essential management software, and reinforcing our network backbone. Waypoint stands out for its competitive pricing, participation in the Choice Partners purchasing coop, and reliable professional services in network security. We are evaluating replacing our phone systems, Waypoint being a Fortinet provider, offers preferred pricing, ensuring cost-effectiveness for additional Fortinet hardware needs. The expenditures were appropriated in the FY 2023-2024 Budget.

Item	Amount
Network Switches	\$22,083.76
Computers/Workstations	\$15,588.77
Consulting	\$25,000
Off Site Server Backup	\$3,462.08
Wireless Access Point Replacement-Security	\$5,127.02
VEEAM Backup	\$14,295.90
Phone System	\$50,000
<b>Total</b>	<b>\$135,557.53</b>

Per the City's adopted Procurement Policy and Manual, cumulative annual expenditures with a single vendor in excess of \$50,000 must be approved by City Council.

**Origination:** IT Director

#### Recommendation:

Staff recommends approving the purchase of information technology hardware, software, and consulting services from Waypoint Business Solutions as appropriated in the Fiscal Year 2023-2024 Budget.

**Party(ies) responsible for placing this item on agenda:** Tom Wilson IT Director

**FUNDING (IF APPLICABLE)**



# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** March 18, 2024

**Topic:**

Authorize the City Manager to execute documents necessary to participate in the Texas SmartBuy cooperative purchasing program through the Texas Comptroller of Public Accounts Cooperative Purchasing Program.

### Background:

The Texas SmartBuy Membership Program has been a trusted purchasing partner for local government and state funded assistance organization buyers for over 30 years. As a service from the Comptroller's office, the state purchasing cooperative promotes best value procurements through state contract usage at the local level.

In order to participate as a member in the Texas SmartBuy Program, the City must execute a resolution with the Texas Comptroller of Public Accounts. This membership and resolution allows the City to join Texas SmartBuy and benefit from the savings of the competitively procured contracts offered through the cooperative.

**Origination:** Finance Department

### Recommendation:

Staff recommends authorizing the City Manager to execute the documents necessary to participate in the Texas SmartBuy cooperative purchasing program.

**Party(ies) responsible for placing this item on agenda:** Katherine Tapscott, Finance Director

**FUNDING (IF APPLICABLE)**

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

Yes: ☒ No: ☐ If yes, specify Account Number: # 100-116-6333

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

Signed	Katherine Tapscott	3/13/2024	Approved by	
	Staff Member	Date		
			City Manager	Date



# Texas SmartBuy Membership Program

## Resolution

State of Texas, County of Harris County  
(County Entity Located In)

Whereas, the Texas Comptroller of Public Accounts is authorized to provide purchasing services for local governments pursuant to **§§271.082 and 271.083 of the Local Government Code.**

Whereas, the City Council  
(Enter Board of Directors, City Council, Commissioner's Court, School Board, etc..)

of City of Tomball  
(Enter Name of Qualified Applicant/Entity), is a:

### (Check One of the Following)

- |  |  |
|--|--|
| <input type="radio"/> Appraisal District                           | <input type="radio"/> Charter/Academy School                       |
| <input type="radio"/> Community Supervision/Corrections Department | <input type="radio"/> Council of Governments/Planning Commissions  |
| <input type="radio"/> County                                       | <input type="radio"/> Education Service Center                     |
| <input type="radio"/> Fire Prevention District                     | <input type="radio"/> Hospital District                            |
| <input type="radio"/> Judicial District                            | <input type="radio"/> Junior/Community College                     |
| <input type="radio"/> Library District                             | <input type="radio"/> Mental Health/Mental Disability Organization |
| <input checked="" type="radio"/> Municipality                      | <input type="radio"/> School District                              |
| <input type="radio"/> State-funded Assistance Organization         | <input type="radio"/> Texas Rising Star Care Provider              |
| <input type="radio"/> Special District                             | <input type="radio"/> Utility District                             |
| <input type="radio"/> Emergency Service                            | <input type="radio"/> Drainage                                     |
| <input type="radio"/> Housing                                      | <input type="radio"/> Municipal                                    |
| <input type="radio"/> Political Subdivision                        | <input type="radio"/> Special                                      |
| <input type="radio"/> Port or Transportation Authority             |  |
| <input type="radio"/> Workforce Development Board                  |  |

defined as an entity qualified to participate in the Texas SmartBuy Membership Program of the Texas Comptroller of Public Accounts pursuant to §271.081 of the Local Government Code.

Katherine Tapscott - Finance Director and  
Primary Contact and Title

Juanita Cherety - Financial Analyst  
Secondary Contact and Title

is/are authorized to execute all documentation for City of Tomball pertaining to its participation in the  
(Entity Name)

Texas Comptroller of Public Accounts Cooperative Purchasing Program; and

Whereas, City of Tomball acknowledges its obligation to pay annual participation fees established by the  
(Entity Name)

Texas Comptroller of Public Accounts.

Now, Therefore Be it Resolved, that request be made to the Texas Comptroller of Public Accounts to approve  
City of Tomball for participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.  
(Entity Name)

Adopted this 18 day of March, 2024 by City of Tomball  
(Entity Name)

By: \_\_\_\_\_  
Signature of Chair Printed Name and Title of Chair

\_\_\_\_\_  
Signature of Primary Contact Printed Name and Title of Primary Contact

\_\_\_\_\_  
Signature of Secondary Contact Printed Name and Title of Secondary Contact



# Regular City Council Agenda Item Data Sheet

**Meeting Date:** March 18, 2024

**Topic:**

Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with WR Transformers, Inc. to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of its corporate headquarters facility to be located at 2013 S. Persimmon Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is and amount not to exceed \$12,072.00.

### Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a “Project.” At its meeting on March 5, 2024, the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with WR Transformers, Inc. for the creation or retention of primary jobs associated with the development of its corporate headquarters facility to be located at 2013 S. Persimmon Street. The City Council of Tomball has final approval authority over all projects and agreements of the TEDC.

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

**Recommendation:** Staff recommends approval of the proposed Performance Agreement with WR Transformers, Inc.

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

**FUNDING (IF APPLICABLE)**

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

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

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

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





**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** March 18, 2024

**SUBJECT:** WR Transformers, Inc.

**ITEM TYPE:** Action

---

WR Transformers is a leading manufacturer of dry-type electrical transformers operating in Quebec, Canada since 2012. The company's service area is across all five continents and is used to support a wide range of industries from commercial to industrial. Their range capabilities will be from 15 KVA to 20 MVA and up to 69,000 volts. They would like to be the first dry-type of transformer company to manufacture 100% of its product in Texas.

The company intends to lease approximately 20,000 square-foot from the Billiard Factory facility in the Tomball Business and Technology Park located at 2103 S. Persimmon Street, Tomball, Texas 77375.

Per the attached request letter, Christian Roberge, President of WR Transformers, Inc. is proposing to bring fifteen (15) full time employees to this location and plans to create an additional fifteen (15) full time employees over the next 1-2 years.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball economy is \$40,241.00.



Tomball Economic Development Corporation (TEDC)  
401 W. Market Street  
Tomball, TX 77375

Dear Board,

We are seeking some assistance from TEDC to launch a new manufacturing plant in Tomball. More than \$500 000 in capital for leasehold improvements will be needed for our projected facility of 20 000 sq feet located at 2013 S. Persimmon St. Tomball. In adder to these improvements, WR Transformer will be investing over \$1,5M in equipment for the first 2 years.

WR Transformers is a manufacturer of dry type transformers operating in Canada since 2012. We will be the first dry type transformer company to manufacture 100% of its products in Texas. Our range capabilities will be from 15 kVA to 20 MVA and up to 69 000 Volts. Our industrial market brought us to Houston as many of our customers operate in this area. Our product is considered as a very good alternative solution to liquid filled transformers as no oil is used therefore, it reduces several environmental issues such as spills, risk of fire, manipulation etc....

As a founder of WR Transformers, I have always valued human resources. We could not have been successful for all these years without a strong team. As of today, WR Transformers employs over sixty employees in our 50 000 sq ft plant in Qc, Canada. We are also very proud to say that our hourly average salary is slightly under \$29/hr even though most of our employees do not retain a degree in high school. We also hire skill employees such as electrical engineers, electricians, mechanical designers.

We do not believe in low-wage countries to grow our business, we believe in people, we believe that developing equipment for automation is the way to a great success. Over the past years, WR Transformer invested a lot of money in R&D which will result in a fully automated production line in a short-term horizon. When ready, this production line will be implemented in our facility in Tomball.

Since May 2023, the majority of the Shares (75%) of WR Transformer were sold to a Private Equity Fund Company named NCP and represented by M. Mario Jacob. The choice of this partner was for two main reasons: **1.** We shared the same vision and values for Human Resources **2.** Easier growth to support our numerous projects.

The four founders of WR still operate and run the business daily. Last June, I moved my family to Houston so I will be running the operations in the USA for WR Transformers. As soon as our Phase 1 is completed, we want to startup or Phase 2 in which larger sums of money will be

invested to manufacture larger dry type transformers. At this time, a larger lot and building will be required for these operations.

Since the beginning, WR has always been grateful for our community. We donated a lot for schools in need in our community in Quebec, Canada. We also provided AED machines to several institutions in our neighborhood and contributed to buying personal protection equipment during the Pandemic for elderly retired housing in our region.

We started looking for our operations in the US more than a year ago. We were introduced to several places around Houston to establish our facility but since we saw the Tomball region, we loved it. Then I met with Kelly Violette in March of 2023 which confirmed our choice. We see Tomball as a young, dynamic, and structured city with a great historical background, a place to live, a place to work. WR Transformers is willing to be part of and grow in this type of community.

Our goal is to bring WR Transformers operations to Tomball, Tx as our main headquarters to supply the US market. We will offer good quality of job and benefits to our workers from the Tomball region. Achieving this goal will easily bring up to eighty jobs in our midterm vision.

Sincerely

A handwritten signature in black ink, appearing to read 'C. Roberge', with a stylized flourish at the end.

Christian Roberge  
President

# WR Transformers - Impact Report



## Scenario 1 with Client Data

**Project Type:** New Construction - Industrial

**Industry:** Manufacturing

**Prepared By:** Tomball EDC

## Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Tomball EDC using Impact Dashboard, a customized web application developed by Impact DataSource, LLC.

Impact Dashboard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Tomball EDC.

This report, generated by the Impact Dashboard application, has been prepared by Tomball EDC to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Tomball EDC made reasonable efforts to ensure that the project-specific data entered into Impact Dashboard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Tomball EDC and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

## Introduction

This report presents the results of an economic impact analysis performed using Impact Dashboard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

## Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	30.0	14.5	<b>44.5</b>
Annual Salaries/Wages at Full Ops (Yr 2)	\$1,189,215	\$509,739	<b>\$1,698,954</b>
Salaries/Wages over 10 Years	\$5,586,973	\$2,394,770	<b>\$7,981,743</b>
Taxable Sales/Purchases in City of Tomball	\$700,166	\$29,935	<b>\$730,101</b>

Totals may not sum due to rounding

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	0.8	0.4	<b>1.2</b>
New residents in City of Tomball	2.1	1.0	<b>3.1</b>
New residential properties constructed in City of Tomball	0.1	0.1	<b>0.2</b>
New students to attend local school district	0.4	0.2	<b>0.6</b>

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

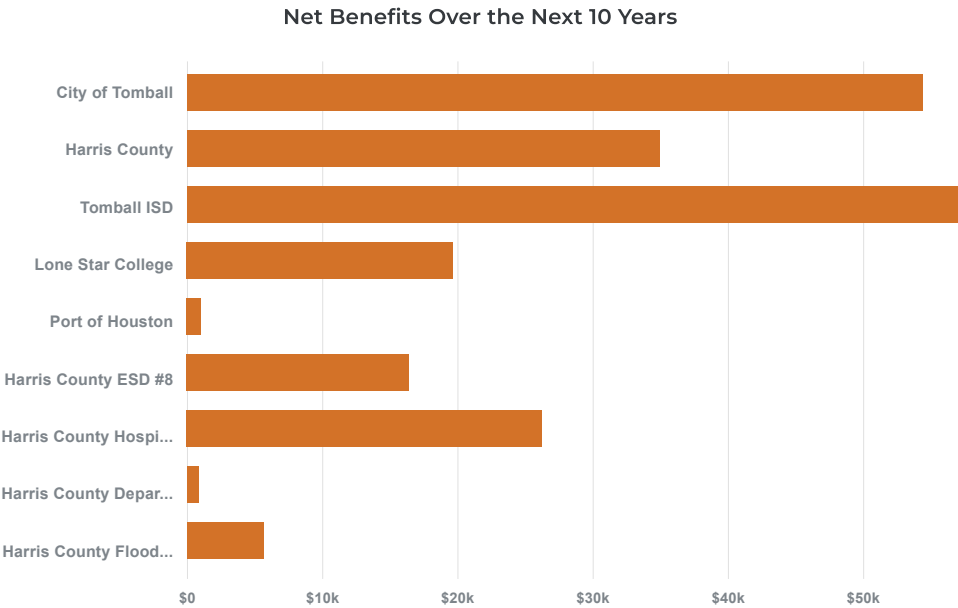
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$21,046	\$0	\$400,000	\$1,100,000	\$300,000	\$1,800,000	\$1,821,046
2	\$42,935	\$0	\$508,000	\$1,390,000	\$360,000	\$2,258,000	\$2,300,935
3	\$43,793	\$0	\$518,160	\$1,240,000	\$0	\$1,758,160	\$1,801,953
4	\$44,669	\$0	\$528,523	\$1,090,000	\$0	\$1,618,523	\$1,663,193
5	\$45,563	\$0	\$539,094	\$940,000	\$0	\$1,479,094	\$1,524,656
6	\$46,474	\$0	\$549,876	\$790,000	\$0	\$1,339,876	\$1,386,350
7	\$47,403	\$0	\$560,873	\$640,000	\$0	\$1,200,873	\$1,248,277
8	\$48,352	\$0	\$572,091	\$490,000	\$0	\$1,062,091	\$1,110,442
9	\$49,319	\$0	\$583,532	\$340,000	\$0	\$923,532	\$972,851
10	\$50,305	\$0	\$595,203	\$300,000	\$0	\$895,203	\$945,508

Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	\$381,064	(\$326,652)	\$54,412	\$45,559
Harris County	\$92,307	(\$57,361)	\$34,946	\$28,709
Tomball ISD	\$159,235	(\$102,036)	\$57,200	\$45,810
Lone Star College	\$19,694	\$0	\$19,694	\$15,594
Port of Houston	\$1,051	\$0	\$1,051	\$832
Harris County ESD #8	\$16,440	\$0	\$16,440	\$13,017
Harris County Hospital District	\$26,252	\$0	\$26,252	\$20,787
Harris County Department of Education	\$879	\$0	\$879	\$696
Harris County Flood Control	\$5,683	\$0	\$5,683	\$4,500
Total	\$702,604	(\$486,048)	\$216,556	\$175,504

\*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.



Public Support Overview

A summary of the total Public Support modeled in this analysis is shown below.

VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$12,072	\$12,072
Harris County	\$0	\$0
Tomball ISD	\$0	\$0
Lone Star College	\$0	\$0
Port of Houston	\$0	\$0
Harris County ESD #8	\$0	\$0
Harris County Hospital District	\$0	\$0
Harris County Department of Education	\$0	\$0
Harris County Flood Control	\$0	\$0
Total	\$12,072	\$12,072

City of Tomball Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$12,607	\$1,995	\$14,602
Real Property Taxes	\$15,708	\$0	\$15,708
FF&E Property Taxes	\$24,404	\$0	\$24,404
Inventory Property Taxes	\$1,936	\$0	\$1,936
New Residential Property Taxes	\$0	\$1,290	\$1,290
Hotel Occupancy Taxes	\$911	\$0	\$911
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$185,587	\$18,207	\$203,794
Utility Franchise Fees	\$10,659	\$1,041	\$11,700
Miscellaneous Taxes and User Fees	\$97,182	\$9,536	\$106,719
Benefits Subtotal	\$348,994	\$32,070	\$381,064
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$93,107)	(\$9,110)	(\$102,217)
Cost of Utility Services	(\$204,397)	(\$20,039)	(\$224,435)
Costs Subtotal	(\$297,504)	(\$29,148)	(\$326,652)
Net Benefits	\$51,490	\$2,922	\$54,412

Annual Fiscal Net Benefits for City of Tomball





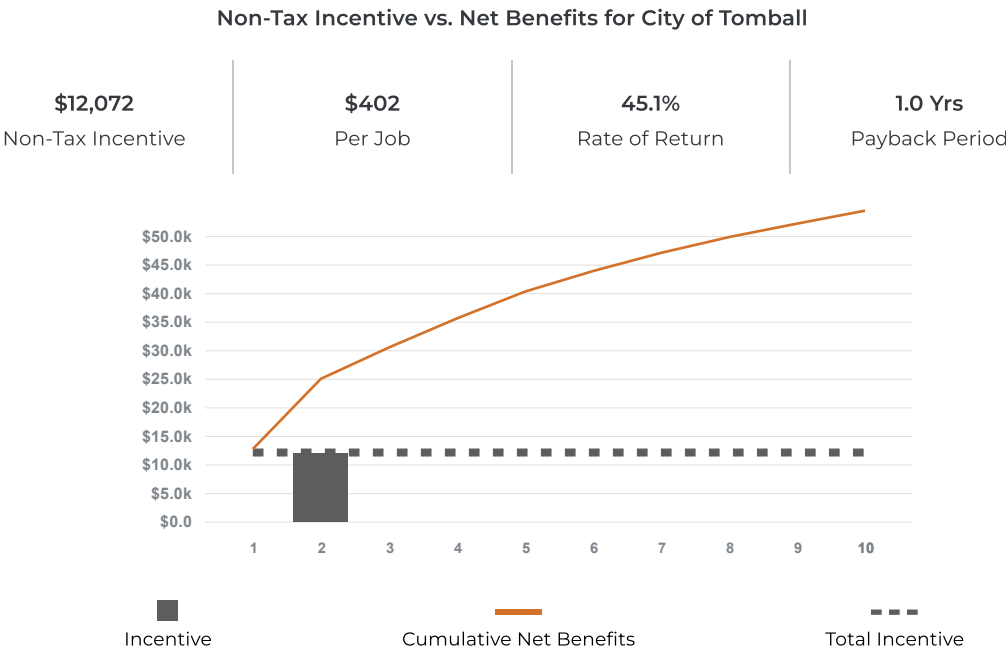
City of Tomball Public Support

Non-Tax Incentives

City of Tomball is considering the following non-tax incentives for the Project.

NON-TAX INCENTIVES UNDER CONSIDERATION	
YEAR	NON-TAX INCENTIVE
1	\$0
2	\$12,072
Total	\$12,072

The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.

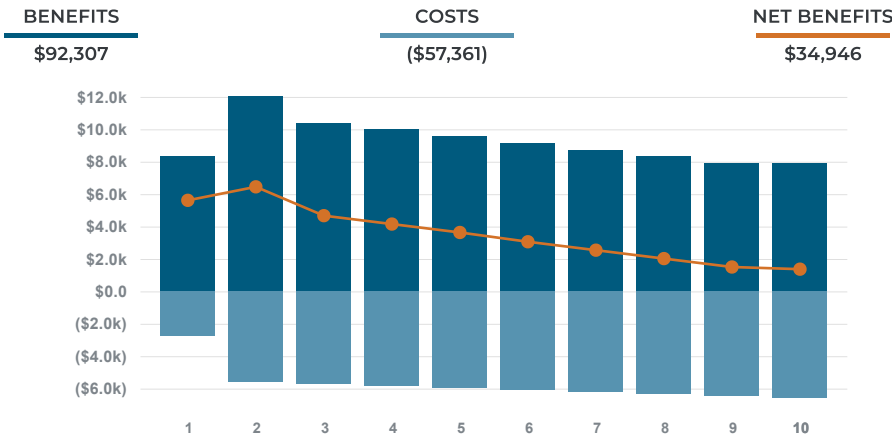


Harris County Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$18,747	\$0	\$18,747
FF&E Property Taxes	\$29,126	\$0	\$29,126
Inventory Property Taxes	\$2,310	\$0	\$2,310
New Residential Property Taxes	\$0	\$13,890	\$13,890
Hotel Occupancy Taxes	\$260	\$0	\$260
Miscellaneous Taxes and User Fees	\$12,853	\$15,119	\$27,972
Benefits Subtotal	\$63,297	\$29,009	\$92,307
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$26,333)	(\$31,027)	(\$57,361)
Costs Subtotal	(\$26,333)	(\$31,027)	(\$57,361)
Net Benefits	\$36,964	(\$2,018)	\$34,946

Annual Fiscal Net Benefits for Harris County

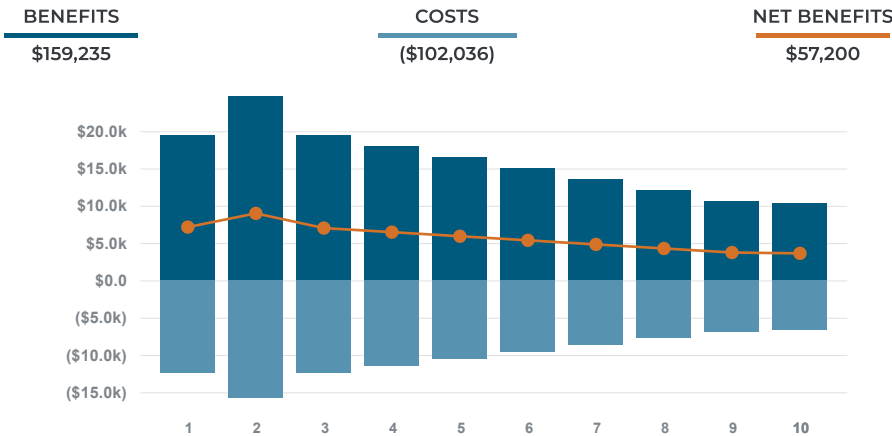


Tomball ISD Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Tomball ISD over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$57,045	\$0	\$57,045
FF&E Property Taxes	\$88,625	\$0	\$88,625
Inventory Property Taxes	\$7,030	\$0	\$7,030
New Residential Property Taxes	\$0	\$1,497	\$1,497
Addtl. State & Federal School Funding	\$0	\$5,038	\$5,038
Benefits Subtotal	\$152,700	\$6,535	\$159,235
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$4,891)	(\$4,891)
Reduction in State School Funding	(\$96,201)	(\$943)	(\$97,144)
Costs Subtotal	(\$96,201)	(\$5,834)	(\$102,036)
Net Benefits	\$56,499	\$701	\$57,200

Annual Fiscal Net Benefits for Tomball ISD

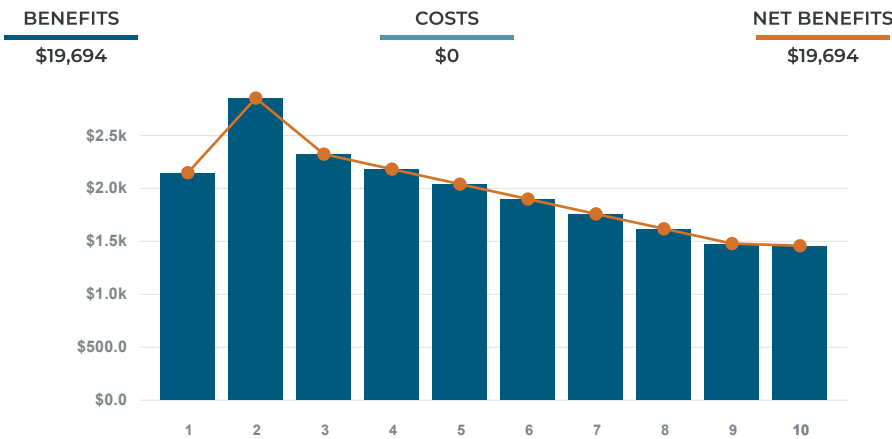


Lone Star College Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Lone Star College over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: LONE STAR COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$5,762	\$0	\$5,762
FF&E Property Taxes	\$8,952	\$0	\$8,952
Inventory Property Taxes	\$710	\$0	\$710
New Residential Property Taxes	\$0	\$4,269	\$4,269
Benefits Subtotal	\$15,425	\$4,269	\$19,694
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$15,425	\$4,269	\$19,694

Annual Fiscal Net Benefits for Lone Star College



Port of Houston Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Port of Houston over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$307	\$0	\$307
FF&E Property Taxes	\$478	\$0	\$478
Inventory Property Taxes	\$38	\$0	\$38
New Residential Property Taxes	\$0	\$228	\$228
Benefits Subtotal	\$823	\$228	\$1,051
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$823	\$228	\$1,051

Annual Fiscal Net Benefits for Port of Houston

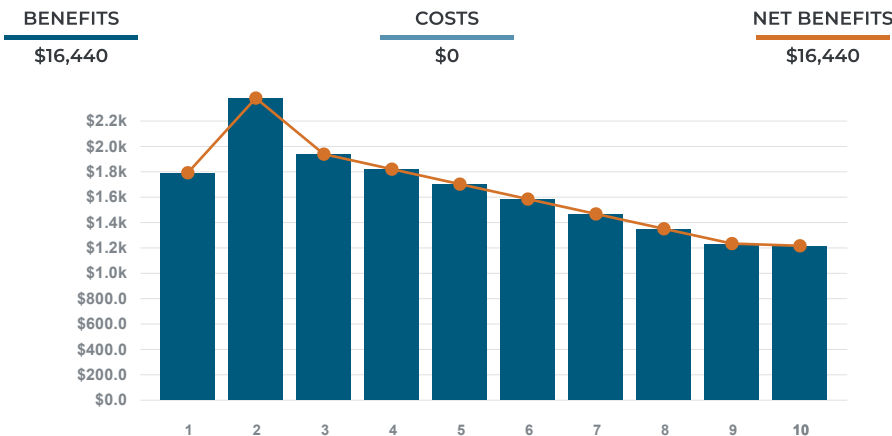


Harris County ESD #8 Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County ESD #8 over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY ESD #8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$4,810	\$0	\$4,810
FF&E Property Taxes	\$7,473	\$0	\$7,473
Inventory Property Taxes	\$593	\$0	\$593
New Residential Property Taxes	\$0	\$3,564	\$3,564
Benefits Subtotal	\$12,876	\$3,564	\$16,440
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$12,876	\$3,564	\$16,440

Annual Fiscal Net Benefits for Harris County ESD #8



Harris County Hospital District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Hospital District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$7,681	\$0	\$7,681
FF&E Property Taxes	\$11,933	\$0	\$11,933
Inventory Property Taxes	\$947	\$0	\$947
New Residential Property Taxes	\$0	\$5,691	\$5,691
Benefits Subtotal	\$20,561	\$5,691	\$26,252
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$20,561	\$5,691	\$26,252

Annual Fiscal Net Benefits for Harris County Hospital District

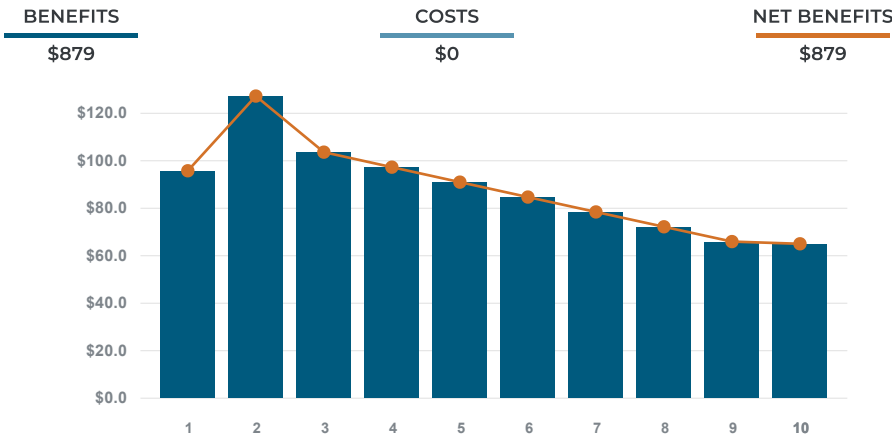


Harris County Department of Education Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Department of Education over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$257	\$0	\$257
FF&E Property Taxes	\$399	\$0	\$399
Inventory Property Taxes	\$32	\$0	\$32
New Residential Property Taxes	\$0	\$190	\$190
Benefits Subtotal	\$688	\$190	\$879
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$688	\$190	\$879

Annual Fiscal Net Benefits for Harris County Department of Education





Harris County Flood Control Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Flood Control over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$1,663	\$0	\$1,663
FF&E Property Taxes	\$2,583	\$0	\$2,583
Inventory Property Taxes	\$205	\$0	\$205
New Residential Property Taxes	\$0	\$1,232	\$1,232
Benefits Subtotal	\$4,451	\$1,232	\$5,683
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$4,451	\$1,232	\$5,683

Annual Fiscal Net Benefits for Harris County Flood Control



## Methodology

### Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the spin-off or indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes adjusted county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

335311 POWER, DISTRIBUTION, AND SPECIALTY TRANSFORMER MANUFACTURING		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.4824
Earnings Multiplier	(Type II Direct Effect)	1.4286

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced. However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

### About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website [www.impactdatasource.com](http://www.impactdatasource.com)



## AGREEMENT

THE STATE OF TEXAS           §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS         §

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **WR Transformers Inc.** (the “Company”), 8111 Ashlane, Suite 206, The Woodlands, TX 77354.

### WITNESSETH:

**WHEREAS**, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the “City”), and thereby enhance the economic stability and growth of the City; and

**WHEREAS**, the Company proposes to relocate its corporate headquarters to a 20,000 square-foot lease space in an existing office and warehouse space located at 2013 S. Persimmon Street, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company also proposes to relocate fifteen (15) full-time positions to Tomball within its first year of operation and plans to increase employment to thirty (30) full-time positions within the first two years of operation at the Property; and

**WHEREAS**, the TEDC agrees to provide to the Company the sum of Twelve Thousand Seventy-Two Dollars (\$12,072.00) to assist in the location of its business operations and job creation at the Property; and

**WHEREAS**, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

**WHEREAS**, this expenditure is found by the Board of Directors of the TEDC to be required or suitable for the promotion and development of new or expanded business enterprises and in furtherance of creation and retention of primary jobs; and

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

1.

The Company covenants and agrees that it will operate and maintain the proposed business on the Property for a term of at least five (5) years, and will for such term, except as provided by paragraph 4 hereof, create thirty (30) full-time positions at the Property.

2.

The Company also covenants and agrees that construction of the Improvements, the relocation of fifteen (15) employees and the addition of fifteen (15) new jobs, and obtaining all necessary occupancy permits from the City shall occur within the first two years of operations from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at

the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company up to Twelve Thousand Seventy-Two Dollars (\$12,072.00) as a performance incentive to assist in the location of its business operations and the creation of thirty (30) employment positions to the Property. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the improvements to the Property, if applicable; (b) proof that the company has retained and added the number of employees indicated above to the Tomball operation as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service form 941; (c) a letter from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors. Payments may be made in annual increments.

In the event the number of jobs originally projected is not met or maintained, the amount of the funding provided to the Company by TEDC will be reduced on a pro-rata basis to reflect the actual number of jobs at the time of the request for disbursement of funds.



5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default accompanied by copies of all applicable invoices.

It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either a) the termination of this Agreement or b) a suit for specific performance.

6.

**Personal Liability of Public Officials:** To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City of Tomball, shall be personally responsible for any liability arising under or growing out of this Agreement.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

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

If to City:

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

If to Company:

WR Transformers, Inc.  
8111 Ashlane, Suite 206  
The Woodlands, TX 77354  
Attn: Christian Roberge, President

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

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

11.

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

12.

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

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be

deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 (the “Effective Date”).

**WR Transformers, Inc.**

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

Name: Christian Roberge

Title: President

ATTEST:

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

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

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

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

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

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

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

Name: William E. Sumner Jr.

Title: Secretary, Board of Directors

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2024, by Christian Roberge, President of WR Transformers, Inc., for and on behalf of said  
company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

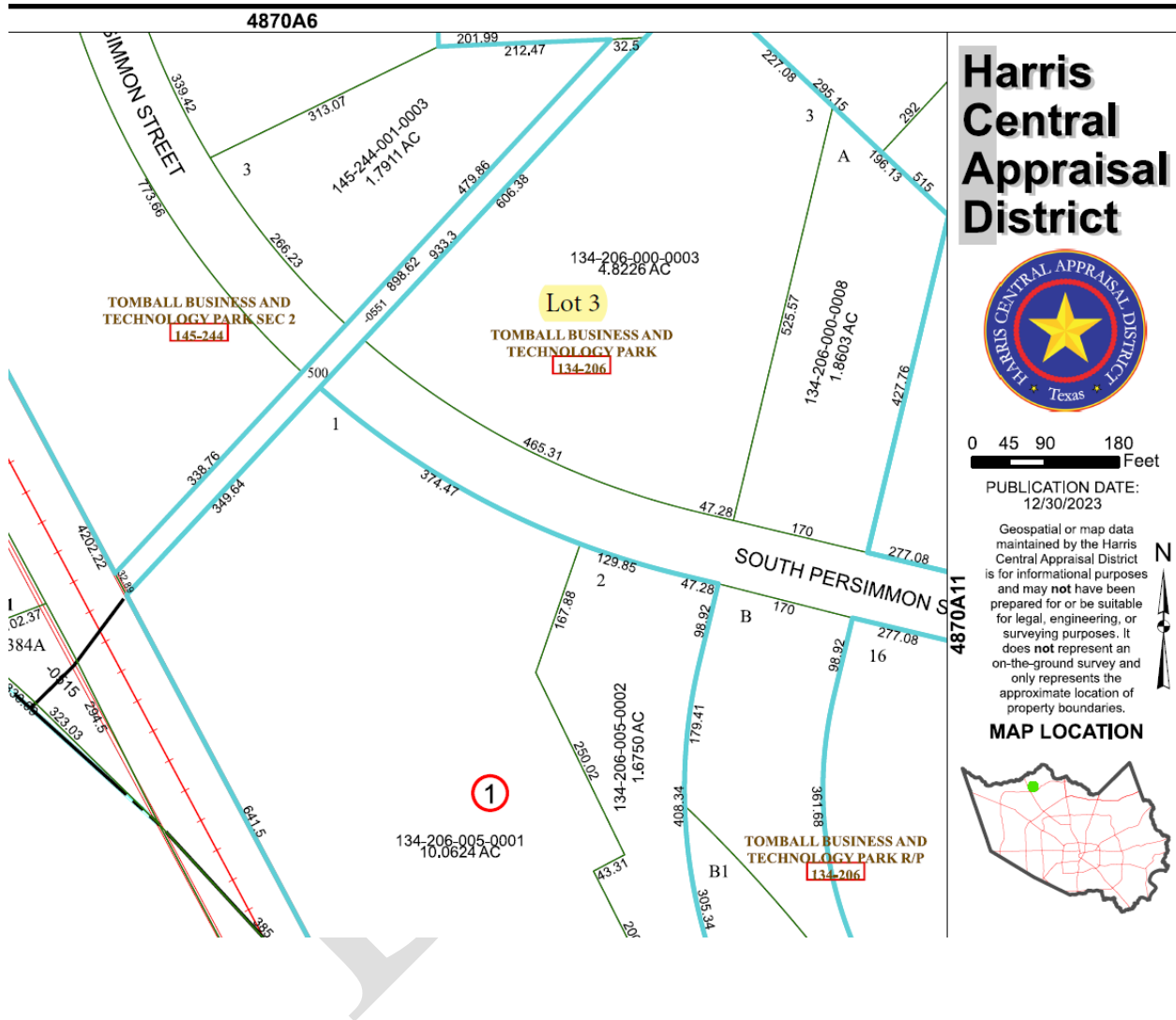
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2024, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic  
Development Corporation, for and on behalf of said Corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

## Lot 3 Tomball Business & Technology Park



# City Council Meeting Agenda Item Data Sheet

Meeting Date: March 18, 2024

**Topic:**

Discussion and possible action to schedule a Special Joint City Council and P&Z Workshop.

**Background:**

Staff is checking for quorum (in-person) for April 1, 2024, at 5:00 PM.

**Origination:** Community Development

**Recommendation:**

n/a

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

**FUNDING (IF APPLICABLE)**

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

Yes: **X**      No: \_\_\_\_\_  
If yes, specify Account Number: #all dept. & funds training  
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: March 18, 2024

**Topic:**

Appoint Member to Business Position 4 of the Tourism Advisory Committee.

**Background:**

The Tourism Advisory Committee Business Position 4 (Holly Cook) expired on December 5, 2023, and has remained vacant as Holly Cook no longer wishes to serve on the Board.

The city has received new applications from the following individuals who have expressed an interest in serving on the TAC:

Amanda Kelly – Business  
Gilianne Bijoux – Business

**Origination:** CSO

**Recommendation:**

Approve Minutes

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed	<u>Sasha Luna</u>	Approved by	<u></u>
	Staff Member		City Manager
	Date		Date



## CITY OF TOMBALL

### APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire on December 31, 2024.

Please Type or Print Clearly:

Date: 2/22/24

Name: Gillianne Bijoux

Phone: [REDACTED]

(Home)

Address: [REDACTED]

Phone: [REDACTED]

(Work)

Email: [REDACTED]

I have lived in Tomball 1.5 years.

I am X am not     a U.S. Citizen

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

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

Occupation: VP of Human Resources for Step By Step Christian School

Professional and/or Community Activities: None

Additional Pertinent Information/References: Raymond Francois - 352-215-8497

Amy Mason - 713-412-1882

Brandy Beyer - 713-594-3449

**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.**

                     recently relocated to Texas from Florida and I would like to get involved in the community. I was the Director of Human Resources & Compliance for a child welfare organization for over 10 years. I am currently the VP of Human Resources for Step By Step Christian School in Tomball. I feel my background would be an asset to the committee.

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

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

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.**

Lilianne Bijoux

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@ci.tomball.tx.us](mailto:csa@ci.tomball.tx.us)  
office: 281-290-1002  
fax: 281-351-6256

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

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

**FORM CIQ**

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.008(a).

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

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

**OFFICE USE ONLY**

Date Received

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

Not Applicable

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

**7** Phillip B. Bilal  
Signature of vendor doing business with the governmental entity

2.26.24  
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 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  
Not Applicable

2 Office Held

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

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

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

Date Gift Accepted Description of Gift

Date Gift Accepted Description of Gift

Date Gift Accepted Description of Gift

(attach additional forms as necessary)

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

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_\_, to certify which, witness my hand and seal of office

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is Gilianne Bijoux and my date of birth is 10-11-1979

My address is \_\_\_\_\_ USA

(street) (city) (state) (zip code) (country)

Executed in Harris County, State of Texas on the 26th day of February, 2024

Gilianne Bijoux  
Signature of Local Government Officer (Declarant)

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in Item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

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

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

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

\*\*\*

- (2) the vendor:

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

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





## Board Member Election on Disclosure

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

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

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

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

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

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

\_\_\_ home address

\_\_\_ home telephone number

\_\_\_ personal email address

\_\_\_ cell or pager numbers not paid for by the City

\_\_\_ emergency contact information

\_\_\_ information that reveals whether I have family members.

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

Gilianne Bijoux  
Board Member's Signature

02.22.24  
Date

Gilianne Bijoux

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 2.22.24 (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.

Gilianne Bisoux  
Signature of Applicant for Appointment

GILIANNE BISOUX  
Printed Name of Applicant

2.22.24  
Date:

**Short Biography:**

Gillanne Bijoux is the VP of Human Resources for Step By Step Christian School in Tomball. Gillanne was born and raised in Haiti, [REDACTED]. As a teen, [REDACTED] moved to Florida where Gillanne finished school and started her career in child welfare. She eventually made her way to where her heart desired, TEXAS. Tomball has become a true home to Gillanne, [REDACTED]. Gillanne looks forward to serving the community that has welcomed her with open arms.



## CITY OF TOMBALL

### APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire on December 31, 2024.

Please Type or Print Clearly:

Date: 2/19/24

Name: Amanda Kelly

Phone:

Address:

Phone:

(Home)

(Work)

Email:

I have lived in Tomball 0 years.

I am x am not a U.S. Citizen

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

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

Occupation: Market Manager for Tomball Farmers Market

I also Volunteered with Tomball Farmers Market in various capacities from 2014 through 2017. In 2019 I was hired as the Market Coordinator and then promoted to Market Manager in 2021.

Professional and/or Community Activities: Greater Tomball Chamber of Commerce, GTACC Women's group,  
Tomball Rotary, Leadership North Houston, Tidy Up Tomball. Previous: Star of Hope Cypress Volunteer and Hope City  
Dream Team Volunteer and Events Volunteer. I also Volunteered with Tomball Farmers Market in various capacities from

Additional Pertinent Information/References: Derek Townsend recommended I apply.  
References: Raymond Francois, Christine King (TFM Board President) and Bruce Hillegeist.

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

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

I would like be considered for the Tomball Tourism Advisory Committee because of my extensive work with Tomball Farmers  
Market which has helped attract visitors to the city. My passion for community service and dedication to small business growth  
I believe makes me a good candidate for this committee. My experience in generating tourism for the market and the city has  
provided me with valuable insights into the needs and desires of visitors and small businesses which I can bring to the  
committee to help promote Tomball as a top destination for visitors and local small businesses. I am committed to helping  
Tomball grow and show off our great community. I also give good hugs. IJS Thank you for your consideration.

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

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

\*\*\*\*\*

**I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.**

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

Please return this application to:

City Secretary  
City of Tomball  
401 Market Street  
Tomball, TX 77375  
[csa@ci.tomball.tx.us](mailto:csa@ci.tomball.tx.us)  
office: 281-290-1002  
fax: 281-351-6256

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

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

NA

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

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

NA

Name of Officer

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

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

*Stephen De Kelly*  
Signature of vendor doing business with the governmental entity

2-29-24  
Date

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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



# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

## OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

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

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

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

Date Gift Accepted

Description of Gift

Date Gift Accepted

Description of Gift

Date Gift Accepted

Description of Gift

(attach additional forms as necessary)

6 SIGNATURE

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

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_ to certify which, witness my hand and seal of office

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is \_\_\_\_\_ and my date of birth is \_\_\_\_\_

My address is \_\_\_\_\_

(street)

(city)

(state)

(zip code)

(country)

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

(month)

(year)

Signature of Local Government Officer (Declarant)

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 8/17/2020

*Antonia La Kelly*

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

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

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

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

\*\*\*

- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:
- (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.



## Board Member Election on Disclosure

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

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

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

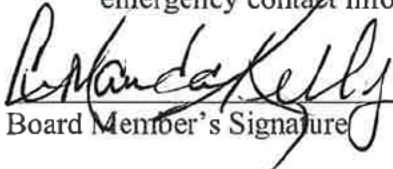
**(Please strike through any information that you do not wish to be made accessible to the public)**

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

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

- ☐ home address
- ☐ home telephone number
- ☐ personal email address
- ☐ cell or pager numbers not paid for by the City
- ☐ emergency contact information
- ☐ information that reveals whether I have family members.

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

  
Board Member's Signature

2/20/24

Date

Amanda Kelly

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 3-4-24 (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.

Amanda Kelly  
Signature of Applicant for Appointment

Amanda Kelly  
Printed Name of Applicant

3.4.24  
Date:

## AMANDA KELLY BIOGRAPHY

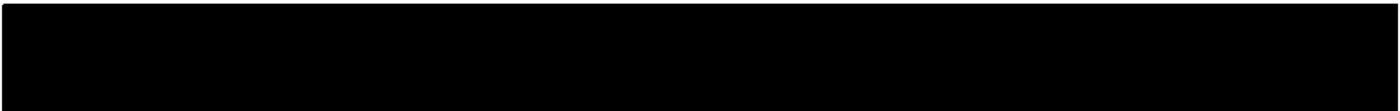
Amanda Kelly



Since moving to Tomball in 2010, I have actively engaged with the local community in various capacities. In 2014, I began volunteering with the Tomball Farmers Market, where I have since effectively contributed my skills as an event planner, public relations specialist, and public and social media marketing expert.

In 2019, I was hired full time as Tomball Farmers Market's Nonprofit Organizational Manager, Agricultural Advocate, and Small Business Advisor. I handle all the logistics for managing the TFM Organization and weekly manage approximately 120 vendors a year and have assisted 12+ local businesses in their transition from TFM to storefronts in Tomball and surrounding areas.

I have dedicated my career to helping establishments achieve their full potential through my expertise in restructuring, public relations, corporate training, and multi-media management. My commitment to mentoring, problem-solving, and training corporate and small businesses has been a highlight of my career. I take great pride in being able to have developed and implemented many training programs that have helped businesses enhance their skills and achieve sustainable growth in our ever-changing world.



With my diverse skillset and dedication to growing the Tomball community, I believe I would be a valuable leader to any organization and local boards.

Thank you for your time and consideration.



City Council Meeting  
Agenda Item  
Data Sheet

Meeting Date: March 18, 2024

Topic:

Approve Resolution No. 2024-13, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Date, Time, and Place for Public Hearing at which all Interested Parties shall have an Opportunity to be heard; Providing for Publication of Notice of Such Public Hearing; and Directing Preparation of a Municipal Service Plan for the territory proposed to be annexed *(being 38.814 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas, being that certain called 31.994 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2023-170674, a portion of that certain called 17.307 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2023-171232being more particularly described by metes and bounds).*

Background:

Approval of Resolution No. 2024-13 will declare the City's intention to annex the 38.814 acres of land, located within the City's ETJ, and to schedule the required public hearing.

The Local Government Code only requires one public hearing on proposed annexations. Staff's recommendation is that the public hearing be held during the Regular Council meeting on April 15, 2024.

First reading of the ordinance to annex will be presented following the public hearing on April 15, 2024; Second reading will be presented at the regular Council meeting on May 6, 2024.

Origination: FLS developers

Recommendation:

Party(ies) responsible for placing this item on agenda: Tracylynn Garcia, City Secretary

FUNDING (IF APPLICABLE)

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

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

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

## RESOLUTION NO. 2024-13

A RESOLUTION DECLARING THE INTENTION OF THE CITY OF TOMBALL, TEXAS, TO INSTITUTE PROCEEDINGS TO ANNEX CERTAIN TERRITORY; DESCRIBING SUCH TERRITORY; SETTING THE DATE, TIME, AND PLACE FOR PUBLIC HEARING AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF NOTICE OF SUCH PUBLIC HEARING; AND DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED (*being 38.814 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas, being that certain called 31.994 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2023-170674, a portion of that certain called 17.307 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2023-171232, being more particularly described by metes and bounds*).

\* \* \* \* \*

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

**Section 1.** The City Council of the City of Tomball hereby declares its intention to institute proceedings to annex to the City the territory described in Exhibit "A" attached hereto and made a part hereof by the passage of an ordinance of annexation extending the general corporate limits of the City of Tomball for all purposes to include such territory.

**Section 2.** The City Council of the City of Tomball hereby calls a public hearing at which all interested persons shall have the right and opportunity to appear and be heard upon such proposal to annex the territory described above. No suitable location is available for a public hearing to be held on the property proposed for annexation. The public hearing shall be held in the City Council Chambers, 401 Market Street, City of Tomball, Texas, **during a Regular Council Meeting at 6:00 o'clock (6:00 p.m.), on April 15, 2024.** The annexation proceeding, of which notice of intention to annex is given by this Resolution, after such public hearing.

**Section 3.** The City Secretary of the City of Tomball is hereby directed to cause notice of such public hearing to be given by publication in a newspaper having general circulation within the City of Tomball and within the territory proposed to be annexed, the publication of notice of public hearing to be made at least once in such newspaper not more than twenty (20) days nor less than ten (10) days prior to the day of that public hearing.

**Section 4.** The City Engineer is hereby directed to cause to be prepared a service plan that provides for the extension of municipal services to the territory that is proposed to be annexed. The proposed service plan shall be made available for public inspection and shall be explained to the inhabitants of the territory at the public hearing.



herein. Such service plan shall be prepared in accordance with the provisions of Chapter 43 of the TEXAS LOCAL GOVERNMENT CODE.

**PASSED, APPROVED, AND RESOLVED** this \_\_\_\_ day of \_\_\_\_\_ 2024.

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

ATTEST:

\_\_\_\_\_  
Tracylynn Garcia, City Secretary  
City of Tomball

DESCRIPTION  
OVERALL ACREAGE

38.814 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas, being that certain called 31.994 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2023-170674, a portion of that certain called 17.307 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2023-171232, that certain Reserve "A" of Brandt Holdings, a subdivision as shown on map or plat recorded under Film Code Number 679589 of the Map Records of Harris County, Texas, a portion of those certain Lots 489, 490, 495, 496, 497 and 498 of Tomball Townsite, a subdivision as shown on map or plat recorded under Volume 2, Page 65 of the Map Records of Harris County, Texas and those certain Lots 491, 492, 493 and 494 of said Tomball Townsite, said 38.814 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap found in the Southerly line of that certain Restricted Reserve "J" of The Estates at Willow Creek, a subdivision as shown on map or plat recorded under Film Code Number 540246 of the Map Records of Harris County, Texas, for the Northeasterly corner of that certain called 2.3291 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2016-558665 and the most Northerly Northwest corner of said 17.307 acre tract;

Thence, N 87°49'35" E, along the Southerly line of said Restricted Reserve "J" of the Estates at Willow Creek, a distance of 389.56 feet to a 5/8 inch iron rod found for the Northeasterly corner of said 17.307 acre tract, the Northwesterly corner of said 31.994 acre tract and the POINT OF BEGINNING of the herein described tract of land, from which a found 1/2 inch iron rod with cap bears S 17°51'57" E, 3.42 feet;

Thence, N 87°49'35" E, continuing along the Southerly line of said Restricted Reserve "J" of The Estates at Willow Creek, the Southerly line of that certain called 11.98 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number U517222 and the Southerly line of that certain Restricted Reserve "A" of Willow Creek Pet Ranch of Tomball, a subdivision as shown on map or plat recorded under Film Code Number 683259 of the Map Records of Harris County, Texas, a distance of 1,613.81 feet to the Northeasterly corner of said 31.994 acre tract;

Thence, S 03°07'21" E, along the Westerly line of that certain called 0.5045 of one acre of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number V343704, a distance of 232.39 feet to a 1/2 inch iron rod found in the Northwesterly line of that certain Block 2 of Country Club Greens Section Two-Replat, a subdivision as shown on map or plat recorded under Film Code Number 548068 of the Map Records of Harris County, Texas, for the Southwesterly corner of said 0.5045 acre tract;

Thence, S 42°56'22" W, along the Northwesterly line of said Block 2 of Country Club Greens Section Two-Replat, the Northwesterly line of that certain Block 1 of said Country Club Greens Section Two-Replat, the Northwesterly line of that certain Block 2 of Country Club Greens Partial Replat-Phase Two, a subdivision as shown on map or plat recorded under Film Code Number 540231 of the Map Records of Harris County, Texas and the Northwesterly line of that certain Block 2 of Country Club Greens Partial Replat, a subdivision as shown on map or plat recorded under Film Code Number 519225 of the Map Records of Harris County, Texas, a distance of 1,846.30 feet to a 5/8 inch iron rod found for the Southeasterly corner of that certain called 5.3977 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number P792577 and the most Southerly corner of said 31.994 acre tract;

Thence, N 13°37'50" W, along the Easterly line of said 5.3977 acre tract and the Easterly line of that certain called 5.5000 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number P964270, a distance of 558.86 feet to a 5/8 inch iron rod found for the Northeasterly corner of said 5.5000 acre tract and the Southeasterly corner of said 17.307 acre tract;

Thence, S 56°48'54" W, along the Northerly line of said 5.5000 acre tract and the Northerly line of that certain called 1.000 acre of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number X517792, a distance of 423.87 feet to a 5/8 inch iron rod with cap found for the Southeasterly corner of that certain Lot 1, Block 1 of Hufsmith Kohrville Food Court, a subdivision as shown on map or plat recorded under Film Code Number 701507 of the Map Records of Harris County, Texas;

Thence, N 11°23'19" W, along the Easterly line of said Lot 1, Block 1 of Hufsmith Kohrville Food Court, a distance of 290.49 feet to a 5/8 inch iron rod with cap found for the Northeasterly corner of said Lot 1, Block 1 of Hufsmith Kohrville Food Court and an interior corner of said 17.307 acre tract;

Thence, S 76°00'34" W, along the Northerly line of said Lot 1, Block 1 of Hufsmith Kohrville Food Court, a distance of 412.84 feet to a 5/8 inch iron rod with cap found in the Easterly right-of-way line of Hufsmith Kohrville Road (variable width right-of-way);

Thence, along the Easterly right-of-way line of said Hufsmith Kohrville Road, the following courses and distances:

N 20°20'37" W, a distance of 284.48 feet to a 5/8 inch iron rod found for the Southwesterly corner of that certain called 0.3634 of one acre of land dedicated for the widening of Hufsmith Kohrville Road by said map or plat of Brandt Holdings;

N 87°26'22" E, a distance of 24.68 feet to a 5/8 inch iron rod with cap found for the Southwesterly corner of said Reserve "A" of Brandt Holdings and the Southeasterly corner of said dedication;

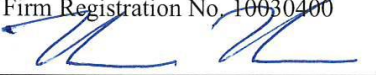
N 20°18'43" W, a distance of 63.00 feet to the Southwesterly corner of that certain Lot 1, Block 1 of said Brandt Holdings;

Thence, N 87°26'22" E, along the Southerly line of said Lot 1, Block 1 of Brandt Holdings, a distance of 833.77 feet to a 3/4 inch iron rod with cap found for the Southeasterly corner of said Lot 1, Block 1 of Brandt Holdings;

Thence, N 13°34'57" W, along the Easterly line of said Lot 1, Block 1 of Brandt Holdings, a distance of 681.28 feet to the POINT OF BEGINNING and containing 38.814 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983, DERIVED FROM CORS SITE RODS.

TRACT BEING SHOWN ON MAP (SEE HSC NO. 2115000OVERALL.dwg)  
HOVIS SURVEYING COMPANY, INC.  
Texas Firm Registration No. 10630400

By:   
Date: October 30, 2023  
Job No: 21-150-00  
File No: F21-150.00D  
Dwg File: 2115000OVERALL.dwg  
Revised: March 14, 2024







# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** March 18, 2024

**Topic:**

Approve Resolution No.2024-16 Authorizing the Application of a Grant, if awarded, from the office of the Governor, Public Safety Office, Criminal Justice Division, for funding assistance through the FY 2025 State and Local Cybersecurity Grant Program (SLCGP) – Mitigation projects and authorizing execution of documents relative to the submission and acceptance of such grant.

## Background:

This is a grant provided to local governments in the State of Texas for continuing cybersecurity protection based on the State's Cybersecurity Plan. This is a partial grant to cover half the budgeted cost for this project. The Budgeted amount is \$65,000.00 and this grant will cover \$31,059.00 of the total expense.

**Origination:** Tom Wilson

### Recommendation:

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

**FUNDING (IF APPLICABLE)**

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

Yes: X      No:      If yes, specify Account Number: # 100-117-6320

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

Signed	Tom Wilson	03-14-2024	Approved by		
	Staff Member	Date		City Manager	Date

# **2024 – DIR Grant Program**

- State and Local Cybersecurity Grant Program Mitigation.
- Grant Announcement - <https://egrants.gov.texas.gov/fundingopp/state-and-local-cybersecurity-grant-program-slcgp-mitigation-projects-fy-2025>
- Grant Number: 5191401

## **Overview**

Our nation faces unprecedented cybersecurity risks, including increasingly sophisticated adversaries, widespread vulnerabilities in commonly used hardware and software, and broad dependencies on networked technologies for the day-to-day operation of critical infrastructure. Cyber risk management is further complicated by the ability of malicious actors to operate remotely, linkages between cyber and physical systems, and the difficulty of reducing vulnerabilities.

This program will support efforts to address imminent cybersecurity threats to state and local information systems by providing funding to implement investments that support local governments with managing and reducing systemic cyber risk associated with the objectives listed below:

**Objective 1 - Governance and Planning:** Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.

**Objective 2 – Assessment and Evaluation:** Understand the current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.

**Objective 3 - Mitigation:** Implement security protections commensurate with risk.

**Objective 4 – Workforce Development:** Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

## **Eligibility Requirements**

### **Cybersecurity Training Requirement**

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements

required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

### **Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

### **Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

### **Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses**

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant,

## **Program Requirements**

### **Participation in Cybersecurity & Infrastructure Security Agency (CISA) services**

All grantees will be required to participate in a limited number of free services by CISA. For these required services and memberships, please note that participation is not required for submission and approval of a grant but is a post-award requirement.



**1. Web Application Scanning** is an “internet scanning-as-a-service.” This service assesses the “health” of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.

**2. Vulnerability Scanning** evaluates external network presence by executing continuous scans of public, static IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts.

To register for these services, email [vulnerability\\_info@cisa.dhs.gov](mailto:vulnerability_info@cisa.dhs.gov) with the subject line “Requesting Cyber Hygiene Services – SLCGP” to get started. Indicate in the body of your email that you are requesting this service as part of the SLGCP. For more information, visit CISA’s Cyber Hygiene Information Page

### **Nationwide Cyber Security Review**

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

### **Texas Information Sharing and Analysis Organization (TX-ISAO)**

Eligible applicants are required to join the Texas Information Sharing and Analysis Organization (TX-ISAO): a free membership to a forum for entities in Texas to share information regarding cybersecurity threats, best practices, and remediation strategies. To request membership, visit: <https://qat.dir.texas.gov/request-list-access.html>.

## **Overall Certification**

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.



**RESOLUTION NO. 2024-16**

**A RESOLUTION OF THE CITY OF TOMBALL, TEXAS,  
AUTHORIZING THE APPLICATION OF A GRANT, IF AWARDED,  
FROM THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY  
OFFICE, CRIMINAL JUSTICE DIVISION, FOR FUNDING  
ASSISTANCE THROUGH THE FY 2025 STATE AND LOCAL  
CYBERSECURITY GRANT PROGRAM (SLCGP) - MITIGATION  
PROJECTS AND AUTHORIZING EXECUTION OF DOCUMENTS  
RELATIVE TO THE SUBMISSION AND ACCEPTANCE OF SUCH  
GRANT..**

\* \* \* \* \*

**WHEREAS**, the State of Texas Office of the Governor, Criminal Justice Division has issued a notice of funding opportunity for the FY 2025 State and Local Cybersecurity Grant Program (SLCGP); and

**WHEREAS**, the City of Tomball has a vested interest in improving its cybersecurity network and systems, is an eligible applicant for the FY 2025 SLCGP grant; and

**WHEREAS**, the City of Tomball intends to submit an application for a FY 2025 SLCGP – Mitigation Projects grant for the Cybersecurity – Managed Detections and Response for City Networks project.

**NOW, THEREFORE, BE IT RESOLVED:**

**Section 1.** The City Council of the City of Tomball approves submission of a grant application to the Office of the Governor, Public Safety Office, Criminal Justice Division, for funding assistance through the FY 2025 State and Local Cybersecurity Grant Program (SLCGP) - Mitigation Projects for the City of Tomball’s Cybersecurity – Managed Detection and Response (Grant Application Number 5191401) for City Networks project.

**Section 2.** The City commits to provide any matching funds required by the SLCGP grant if awarded such grant.

**Section 3.** The City Manager, or his designee, is hereby authorized to administer all matters relating to such grant and execute all necessary applications, assurances, certifications, and other documents relative to the submission and later acceptance of such grant.

**Section 4.** In the event of loss or misuse of any Public Safety Office funds awarded to the City under this grant, the City of Tomball assures that the awarded grant funds will be returned to the Public Safety Office in full.

**PASSED, APPROVED, AND RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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Lori Klein Quinn, Mayor

ATTEST:

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Tracylynn Garcia, City Secretary

# City Council Agenda Item Data Sheet

**Meeting Date:** March 18, 2024

**Topic:**

Appoint Regular and Alternate Members to the Board of Adjustments for terms that expire on March 2, 2026.

**Background:**

The Board of Adjustments consists of five regular members and four alternate members with staggered two-year terms.

Regular members Tina Roquemore (Position 2) and Cindy Phillips (Position 5) terms expired on March 2, 2024, and both desire reappointment. Alternate members Colleen Pye (Alternate 1) and Ellen Warren (Alternate 3) terms expired on March 2, 2024, and both desire reappointment.

Also, regular member April Gray (Position 4) recently resigned from her position and alternate members Colleen Pye (Alternate 1), Ellen Warren (Alternate 3), and Matthew Williams (Alternate 4) all desire to fill the vacant regular member Position 4 seat.

Three Board of Adjustment applications are included in the packet for consideration for either the regular or alternate positions.

BOA Member	Position	Term expiration	Action requested
Jarmon Wolfe	Regular 1	3/2/2025	None
Tina Roquemore	Regular 2	3/2/2024	Reappoint Tina Roquemore or appoint an alternate member or new applicant
Billy Hemby	Regular 3	3/2/2025	None
Vacant	Regular 4	3/2/2024	Appoint member with either alternate or new applicant
Cindy Phillips	Regular 5	3/2/2024	Reappoint Cindy Phillips or appoint an alternate member or new applicant
Colleen Pye	Alternate 1	3/2/2024	Reappoint Colleen Pye as an alternate or regular member or appoint a new applicant
Rocky Pilgrim	Alternate 2	3/2/2025	None
Ellen Warren	Alternate 3	3/2/2024	Reappoint Ellen Warren as an alternate or regular member or appoint a new applicant
Matthew Williams	Alternate 4	3/2/2025	Consider as a regular member
New applicants: Devon Ketchner, Paul Garcia, and Danny Hudson			

**Origination:**

Mayor Lori Klein Quinn

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

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



## CITY 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.

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

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

I 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!

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

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

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

**Decision-Making Boards and Commissions**

- (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](mailto:cs@tomballtx.gov)  
office: 281-290-1002  
fax: 281-351-6256

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

**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](mailto:csa@tomballtx.gov)  
office: 281-290-1002  
fax: 281-351-6256

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



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

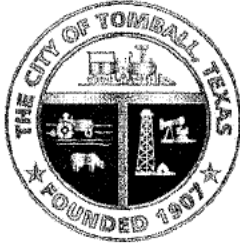
Devon Ketchner

\_\_\_\_\_  
Signature of Applicant for Appointment  
Devon Ketchner

\_\_\_\_\_  
Printed Name of Applicant

01/11/2024

Date:



## 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: 832-693-3878

Phone: 832-693-3878

Cell: 832-693-3878

(Home)

(Work)

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](mailto: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

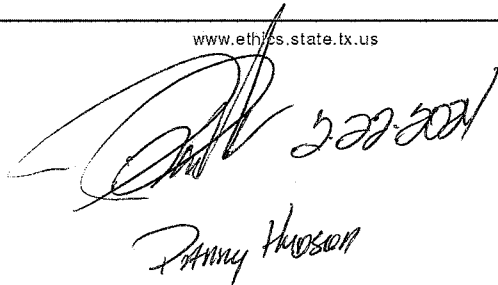
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

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

*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):**

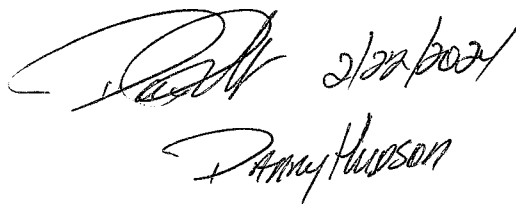
- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

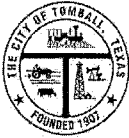
\*\*\*

- (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

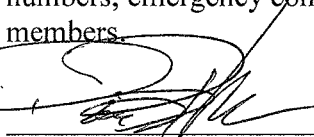
☒ personal email address

~~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:



## 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: 12/4/23

Name: Paul Garcia

Phone: \_\_\_\_\_  
(Home)

Address: [REDACTED]

Phone: \_\_\_\_\_  
(Work)

City/State/Zip [REDACTED]

Cell: [REDACTED]

Email: [REDACTED]

I have lived in Tomball 4 years.

I am X am not     a U.S. Citizen

Occupation: Self Employed

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

Volunteer for various positions: \_\_\_\_\_

MD Anderson Cancer Center      Houston Livestock Show And Rodeo

SPCA

Alzheimer Association

Ronald McDonald House



Additional Pertinent Information/References: \_\_\_\_\_  
See attached resume. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.**

It appears there is an aggressive push for grow Tomball both residentially and commercially. I would like to be a part of the growth and dynamics involved in the process.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Decision-Making Boards and Commissions

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

Meeting Information

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

Separate Legal Entities

- (2) Tomball Economic Development Corporation

Meeting Information

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

- ( ) Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

\*\*\*\*\*

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



Signature of Applicant

*(Must be signed/signature typed in)*

Please return this application to:

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

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

# 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

Signature of vendor doing business with the governmental entity

Date

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

## OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

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 this disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

*Paul Garcia*  
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 Paul Garcia and my date of birth is September 9, 1956

My address is \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
(month) (year)

Signature of Local Government Officer (Declarant)



## Board Member Election on Disclosure

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

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

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

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

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

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

~~home address~~

~~home telephone number~~

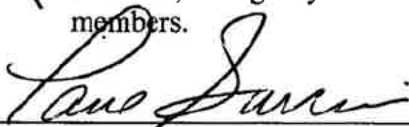
~~personal email address~~

~~cell or pager numbers not paid for by the City~~

~~emergency contact information~~

~~information that reveals whether I have family members.~~

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

  
Board Member's Signature

12/18/2023  
Date

PAUL GARCIA  
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 JANUARY 15, 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.

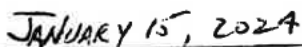
Please read this Handbook carefully to understand these conditions of appointment before you sign this document.



Signature of Applicant for Appointment



Printed Name of Applicant



Date:

Paul D. Garcia, Jr.  
12211 Zion Rd  
Tomball, Texas 77375  
(713) 397-6611

**CAREER INTEREST** Seeking to offer my experience in a municipality environment.

**CERTIFICATION** Certified Public Accountant

**EXPERIENCE**

Owner Lone Star Coffee LLC & LSC Reserve LLC. Multi-million dollar coffee company  
2003-Present

Director – Cash Manager Enron Corp – Global Treasury  
September 1998 – December 2003

- Manage approximately \$400MM in daily investments for Enron Corp and subsidiaries globally
- Lead a team to build and implement a global intranet consolidated cash forecasting website
- Reduce spread between Enron's borrowing and investment rate by 25BPS
- Cash flow impact regarding structured finance, FASB 125 transactions, monetization's, hedges and swaps.
- Managed investment portfolio which produced over \$1MM in interest income in Korea
- Perform spot trades for FX transactions
- Prepare daily cash flow forecast to determine liquidity position

Credit Manager GSE Lining Technology Inc.  
November 1997 – September 1998

- Supervise responsibilities between credit, collections and cash application for \$45MM in accounts receivables
- Responsible for investing and borrowing of excess or deficit cash on a daily basis
- Manage all electronic ACH, wire transfer, letter of credits, mechanic liens and bond filings for large construction projects worldwide

Corporate Treasurer Phoenix Energy Services Inc.  
April 1996 – October 1997

- Manage worldwide functions between credit, collections, cash application, treasury, accounts payable and payroll departments.
- Manage daily banking activities which include three lockbox, two payroll, three disbursement, insurance and concentration accounts
- Responsible for investing and borrowing of excess' or deficit cash on a daily basis
- Managed a \$40 million term note and \$15 million revolver line of credit
- Coordinated debt restructuring with several institution (Chase, Wells Fargo, and GE Capital)
- Coordinate foreign exchange and hedging transactions
- Prepare worldwide working capital, budget and cash forecasting reports
- Supervised project teams to improve cost structure to sale and construction (CIP) contracts

Corporate/Senior Auditor National-Oilwell, L.P.  
September 1989 – April 1996

- Perform audits which include financial, operational, contractual, and fraud of company's oilfield operations
- Assist external auditors (Ernst & Young) in completion of annual financial audit

## EDUCATION

Our Lady of the Lake University of San Antonio  
MBA, Concentration – International Finance Business  
University of Houston  
BBA, Major – Accounting

## PROFESSIONAL AFFILIATIONS

Texas Society of Certified Public Accountants  
Houston Chapter – Texas Society of CPA's  
National Association of Credit Management

A handwritten signature in blue ink, appearing to read "Paul S. Sweeney".



# City Council Agenda Item Data Sheet

**Meeting Date:** March 18, 2024

**Topic:**

Discussion and possible action regarding the Draft Tree Protection Ordinance.

**Background:**

**Origination:**

Community Development Department

**Recommendation:**

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

**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

## 1) Tree Protection

- a) Purpose. The purpose of this section is to preserve, protect and enhance existing trees and mitigate the effects of tree removal within the City of Tomball. Trees, particularly native species, add natural beauty and distinct local character, add shade, promote water conservation, provide locations for habitat, and increase property values. The provisions of this section are intended to support the long-term viability of healthy trees and promote natural ecological, environmental, and aesthetic quality in the community.
- b) Authority. The provisions of this section are adopted in accordance with state law and the City Charter. The provisions of this section shall be administered by the City Manager or his/her designee.
- c) Applicability. The provisions of this section shall apply to all property within the City limits. Applications for site development permits, approval of subdivisions of land or plats or tree removal requests within the City limits submitted after the date of adoption of this Code shall account for protected trees within the subject property in accordance with the provisions of this section and otherwise comply with the requirements of this section.
- d) Exemptions. Exemptions from the requirements of this section are as follows:
  - i) Subdivisions of land that total five (5) acres or less, or, where no subdivision is proposed, parcels of land five (5) acre or less.
  - ii) Trees that a degreed Urban Forester, Landscape Architect, or degreed Certified Arborist has determined and documented are dead, diseased, in severe decline, or deemed a safety hazard.
  - iii) Proposed public streets, utility easements, and required fire lanes.
  - iv) Or as otherwise exempt under applicable law, including Section 212.905 of the Texas Local Government Code.

## 2) Definitions

Caliper inch. The diameter of the trunk of a tree as measured at twelve (12) inches above grade. This measurement method is used for replacement trees.

Diameter inch (diameter breast-height). The diameter of the trunk measured four and one half feet (54 inches) above grade. This measurement method is used for mature trees during a tree survey.

Clear-cutting. The indiscriminate cutting, plowing, or grubbing of trees without regard to type or size for the purpose of clearing the land.

Critically alter. The uprooting, removing the canopy or severing the main trunk of a tree, or causing damage which may cause a tree to die. This includes but is not limited to the removal of a tree from a property, damage inflicted upon a tree by machinery, storage of materials or the compaction of soil above the root system of a tree, a change in the natural grade above the root system of a tree, or excessive pruning.

Critical Root Zone. An area of root zone to be protected to ensure the viability of trees to be preserved during construction. The area is defined at a ratio of 1-inch trunk diameter = 1-foot of critical root zone radius.

Floodplain. The area designated as being within the 100-year floodplain on the Federal Emergency Management Agency (FEMA) flood insurance map (FIRM).

Mitigation. The method by which trees are replaced whether through replanting on the subject property, planting or transplanting to another location or same property, or through payment of fees-in-lieu of replanting approved by the City.

Parcel of land. Land in the City of Tomball which has been platted or not platted.

Street perimeter buffer. A required buffer located at the perimeters of a proposed development site which is directly adjacent to a street or roadway. These areas are considered as areas of high visual impact, and preservation of existing vegetation located along the perimeter of the proposed development site is highly encouraged and used to screen the site and minimize potential nuisances between land uses.

Protective fencing. Chain link, silt fence, or other fencing used to protect Preserved Trees during construction activities.

Protected Tree. Any tree species listed as a shade tree in *City of Tomball Approved Tree, Shrub, Groundcover, and Vine List* that measures 18 diameter inches or larger and is within a building setback area as defined by the City's Zoning Ordinance. Species not so listed do not require protection or replacement.

Tree, dead (or declining). A tree that is dead or in severe decline with substantial structural defects, no remedial options available, and no chance of recovery, as determined and documented by a degreed Urban Forester, degreed Certified Arborist, or registered Landscape Architect.

Tree, replacement. Trees planted to mitigate the loss of trees during development.

Tree, shade. The largest plants in the landscape that provide the overhead structure needed for shading and under which other plants live and grow. They spread and give overhead structure when they reach maturity.

Tree fund. A City-administered fund established for collection of fees-in-lieu or replacement trees paid as mitigation and may include other contributions made in support of tree protection efforts.

Tree Survey. A plan or drawing to scale that identifies the exact size, location, condition (healthy, dead, or declining), and species of protected trees and the disposition of each protected tree during development. The plan shall indicate whether each protected tree is to be preserved or removed. The plan shall indicate the location and types of treatments to be utilized to protect trees during development such as fencing, mulching, root pruning, and other measures.

### 3) Protected Tree Species

- a) The requirements for tree replacement and mitigation as outlined in this section apply only to the shade trees listed in the *City of Tomball Approved Tree, Shrub, Groundcover, and Vine List*.

### 4) Tree Removal Permit

- a) Tree Removal Permit Required. A tree removal permit is required for the removal of any Protected Tree for properties greater than five (5) acres within the City of Tomball.
- b) Tree Removal Permit Application. A tree removal permit application and any associated permit application fees established by the City shall be submitted to the Community Development Department in conformance with the requirements of this section. All applications and filings shall meet the requirements as defined by the tree removal application checklist, as exists or may be amended, which shall be established and maintained by the Director of Community Development.
- c) Approval. The City Manager or his/her designee shall have the authority to issue a tree removal permit if it complies with all the requirements of this Code;
- d) Appeals. See *Section 10 - Appeals* for appeals.
- e) Expiration. A tree removal permit shall expire two years after its issuance.

### 5) Tree Survey

- a) Tree Survey Required. A tree survey shall be submitted prior to removal of any protected trees. The tree survey shall be performed and certified by a degreed Urban Forester, degreed Certified Arborist, registered Landscape Architect, or a registered professional land surveyor. The submitted tree survey shall include the exact size, location, condition (healthy, dead, or declining), and species of each tree that measures 18 caliper inches or larger. It is recommended that the tree survey include trees that measure eight (8) caliper inches or larger to retain eligibility for preserved tree credits according to *Section 8 – Tree Preservation Incentives* and *Section 50-115 – Screening, Buffering, and Fencing Requirements* of this Code.
- b) Tree survey requirements. The tree survey shall be submitted on a scaled diagram of the property. The diagram shall be at a scale of not less than one inch to 100 feet and may be an engineered drawing, survey, or other accurate illustration of the existing conditions which includes the following information:
  - i) An area map locating the property within the community;
  - ii) The boundaries of the property and its calculated area;
  - iii) The location of all existing streets, drainage and utility easements that are on or adjacent to the property;
  - iv) The location of any required Forested Buffer Zones;
  - v) Include all protected trees 18-inch diameter or larger and all trees 8-inch diameter or larger that will be preserved for tree credits. Each protected tree that is individually located by the survey will be flagged with blue plastic flagging. The tree survey submittals must include a table cross referenced to the diagram with the identification number, species, and diameter.
  - vi) Location of tree protection fencing to be installed at edge of the Critical Root Zone as defined by a ratio of 1 inch trunk diameter = 1 foot of radius.

c) Alternatives to a Tree Survey.

- i) No Protected Trees on Site. In lieu of a tree survey, the applicant may submit a sworn affidavit from a degreed Urban Forester, degreed Certified Arborist, registered Landscape Architect, or a registered professional land surveyor certifying that there are no protected trees on the property or all protected trees on the property are entirely dead or in severe decline. The affidavit shall be approved by the City Manager or his/her designee to be accepted as an alternative to the required tree survey.
- ii) Preservation Areas. In lieu of a tree survey, the applicant may submit a landscape plan together with the preliminary plat submittal or a tree removal permit depicting no-disturbance preservation areas that include substantial existing tree canopy coverage that will not be disturbed or critically altered during grading or construction, with the following conditions:
  - (1) The no-disturbance preservation areas shall constitute a minimum of 20% of the plat area;
  - (2) To confirm the existence of substantial existing tree canopy coverage in the designated areas, the alternative plan submittal shall include aerial photographs and on-site photos. City staff may deem it necessary to conduct a visit to the project site for visual confirmation, and if so, the applicant shall allow such visit;
  - (3) Trees within the designated areas do not need to be identified as a protected tree species; and
  - (4) The areas may be selected by the applicant, prioritized in the following order:
    - (a) Floodplains and riparian corridors;
    - (b) Street perimeter buffer areas;
    - (c) Parkland, open spaces, and outdoor amenity spaces;
    - (d) Other areas, as selected by the applicant.
  - (5) The City Manager or his/her designee must approve the landscape plan with the designation of the preservation areas, such approval may be withheld at the sole discretion of the City Manager or his/her designee.

**6) Forested Buffer Zones**

- a) Where property is being developed adjacent to existing residential subdivisions or properties zoned for residential uses that are not part of the new development, a buffer zone is required in the new subdivision development along the common boundary between the two subdivisions. The buffer zone shall be established as a platted reserve restricted exclusively for trees and landscaping, being a strip not less than 18 feet deep running parallel and adjacent to the common boundary and not less than 15 feet deep behind the back line of any easement or series of abutting parallel easements along the common boundary. All trees and underbrush within this buffer zone are subject to mandatory preservation.

**7) Tree Replacement Standards**

- a) Mitigation of Removed Trees. Protected trees meeting the minimum size and species requirements shall be replaced at a rate of 1 inch caliper of new trees for every 1-inch diameter of protected trees removed. The total number of caliper inches required to be mitigated shall not exceed 100 caliper inches per acre.
- b) Replacement Tree Size. All replacement trees required per the mitigation ratio shall be a minimum of four (4) caliper inches. Tree must be a species listed in *Table 1.1 Shade Trees*

- c) Landscape Credit. Replacement trees that are planted on site as mitigation for removal of protected trees are eligible to be counted toward the landscaping requirements of *Section 50-115 – Screening, Buffering, and Fencing Requirements* of this Code.
- d) Timing of Mitigation Compliance.
  - i) Replacement trees shall be planted within 90 days of issuance of tree removal permit. If the replacement trees cannot be planted within 90 days, the City Manager or his/her designee may approve a delay in replacement of up to six months after the date of tree removal permit issuance.
  - ii) If an applicant cannot replace the mitigation trees required or gain approval to plant on an alternate site, a fee-in-lieu payment into the tree fund shall be required before the tree removal permit can be issued.

## 8) Tree Preservation Incentives

- a) Preserved Tree Credits. Trees listed in Table 1.1 that are preserved onsite and measure eight (8) diameter inches or greater may be credited toward the replacement trees required for mitigation or toward the landscape requirements in *Section 50-115 – Screening, Buffering, and Fencing Requirements* of this Code.
- b) Preserved tree credits will be granted according to the standards set out in Table 2.1.

Table 1.1

Preserved Tree Size (in diameter inches)	Credits Toward Replacement Tree Requirement (Mitigation)
8" – 11"	8 caliper inches
12" – 17"	12 caliper inches

- c) Code Conflicts. In certain cases, the preservation of protected trees may be desirable enough to take priority over full compliance of certain conflicting subdivision and zoning regulations, including, but not limited to, setbacks, lot design standards, building heights, sidewalks, lighting, signage, parking spaces, parking lot design, and driveway separation. When a conflict exists between the preservation of a protected tree and the provisions of subdivision or zoning ordinances, the applicant may request an alternative standard or design. The applicant's request may be considered and approved by the City Manager or his/her designee, provided that a reasonable application of public health and safety standards are maintained with the proposed design.

## 9) Alternative Mitigation Methods

- a) Fee-in-Lieu payment. If replacement tree plantings cannot be fully accommodated on site with adequate space and conditions for long-term health, then an alternative fee-in-lieu payment to the Tree Mitigation Fund, which is hereby established, may be considered. If the applicant can demonstrate every effort has been made to plant the required replacement trees on site, the City Manager or his/her designee may consider a fee-in-lieu payment for the remaining balance of replacement tree value. Payments to the fund will be on a per caliper inch basis at a rate established in the City's Master Fee Schedule. Replacement trees and fee-in-lieu payments may be combined to satisfy the requirement.
- b) Off-site mitigation. If replacement tree plantings cannot be fully accommodated on site, then replacement trees may be proposed to be planted in a location mutually agreed upon

by the City Manager or his/her designee and the applicant, including parks and other public places such as streets, medians, and other common open spaces.

#### **10) Appeals**

- a) The Board of Adjustments shall consider an appeal seeking alternative compliance if it determines that all options to achieve compliance with this section have been exhausted and the required mitigation creates an undue hardship for the applicant. An applicant may submit an alternative compliance plan or request for relief from compliance as part of an appeal application to the Board of Adjustments. The applicant's proposed alternative compliance plan shall clearly delineate any proposed reductions to the standards and depict alternative standards or relief.

#### **11) Tree Mitigation and Enforcement Funds**

- a) The City Manager or his/her designee shall establish a dedicated account to be known as the tree mitigation fund.
  - i) Mitigation fees paid as provided by *Section 9 – Alternative Mitigation Methods* of this article shall be recorded for the benefit of the fund and accounted for in a manner that distinguishes such funds from other general funds of the city. The balance of such fund remaining at the end of each fiscal year shall be appropriated as the beginning balance of the fund for the following fiscal year. The assets of the fund may be used as provided by this section, and for no other purpose.
  - ii) The assets of the fund shall be expended to purchase and plant new trees in the public parks, parkways, medians and rights-of-way of public streets and upon the grounds of other public property of the city. Planting costs payable from the fund include the installation of related irrigation equipment and other measures necessary to the protection and subsequent maintenance of new following planting. An amount not to exceed 20 percent of the fund balance at the beginning of each fiscal year may be expended to promote public awareness of the objectives of this article, including Earth Day, or Arbor Day programs for the distribution of sapling trees to the general public.
  - iii) The City Manager or his/her designee shall establish a dedicated account to be known as the Tree Enforcement Fund.
    - (1) Penalties for violation paid as provided by *Section 12 – Penalties and Enforcement* of this article shall be recorded for the benefit of the fund and accounted for in a manner that distinguishes such funds from other general funds of the City. The balance of such fund remaining at the end of each fiscal year shall be appropriated as the beginning balance of the fund for the following fiscal year. The assets of the fund may be used as provided by this section, and for no other purpose.
    - (2) The assets of the fund shall be expended hire or contract with an urban forester to help with enforcement, inspections and reviews as well as to promote public awareness of the objectives of this article and may be used for necessary expenses, equipment, or contractual obligations related to the enforcement of this article.

#### **12) Penalties and Enforcement**

- a) Enforcement. The City shall determine compliance and enforcement in accordance with the provisions of this Code.
- a) Penalties. It is unlawful for any person to critically alter or remove a protected tree without mitigation in accordance with the provisions of this section. Any person, firm, corporation or entity violating any provision of this Code, as they exist or may be amended, could be deemed guilty of a misdemeanor, and on conviction thereof, could be fined accordance

with City's Codes of Ordinances ***Sec. 1-14. - General penalty for violations of Code; continuing violations.*** A violation of any provision of this Code shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Code shall not preclude Tomball from filing suit to enjoin the violation. Tomball retains all legal rights and remedies available to it pursuant to local, state and federal law.

- b) **Violations.** Each preserved tree that is removed without a tree removal permit shall be considered a separate occurrence. If individual trees cannot be identified but there is evidence of a violation, every 1,200 gross square feet of tree canopy removed, as identified on an aerial image within the last 12 months, shall be considered a separate occurrence.
- c) **Clear-cutting.** Clear-cutting of a property within 90 days of submitting a preliminary plat for the property or a portion thereof while also seeking approval of annexation, zoning, utility agreement, development agreement, economic incentives, or other discretionary approvals of the Tomball City Council could result in denial or refusal of consideration.
- d) **Severability.** Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.



**DRAFT – CITY OF TOMBALL APPROVED TREE LISTING**

Tree name	Avg Life	Growth per year	Max height
Japanese Red Maple - <u>must have PM shade</u>	100yrs	1-2' slow	6-8'
Oklahoma Redbud	40 yrs	1' slow	12-18'
Crabapple - <u>must have PM shade</u>	30-70 yrs	1-2' med	15-20'
Prairie Fire Flowering Crabapple	50-150 yrs	1-2' med	20'
Saucer Magnolia - <u>must have PM shade</u>	20 yrs	1-2' med	15-20'
Chinese Pistache or Pistachio	150 yrs	1-2' med	25-40'
Flowering Pear	15-25 yrs	2' fast	15-25'
Little Gem Magnolia	100+ yrs	1-2' med	25'
Desert Willow	50-75 yrs	2-3' fast	20-30'
Japanese Persimmon	60-75 yrs	2-3' fast	20-30'
Kousa Dogwood - <u>must have PM shade</u>	50-150 yrs	1-2' med	15-30'
Mexican Plum - <u>must have PM shade</u>	15 yrs	<<1' slow	15-30'
Possumhaw Holly	60-70 yrs	1-2' slow-med	15-30'
Redbud	20 yrs	1-2' med	20-30'
Bradford or Aristocrat Pear* Cleveland pear	15-25 yrs	4' fast	30-40'
American Holly	150-200 yrs	1 to 2' Slow	40-50'
Arizona Cypress	20-30 yrs	3' fast	40-50'
Caddo Sugar Maple	100 yrs	1-2' med	50'
Eastern Redwood Cedar or Eastern Red	150 yrs	1-2' med	40-50'
Cedar	150 yrs	1-2' med	40-50'
Lacebark Elm	20-40 yrs	1-2' med	40-50'
Texas Red Oak	80-200 yrs	2' med	30-50'
Chinquapin Oak	100 yrs+	1-2' med	40-60'
Red Maple	80-100 yrs	3' fast	65'
Sawtooth Oak	5-20 yrs	2' med	70'
Willow Oak	50 yrs	2' med	60-70'
American Sweetgum	150-200 yrs	2' Med.	75'
Green Ash	120-170 yrs	2' fast	50-75'
Bald Cypress	200 yrs +	2-3' Med	60-80'
Bur Oak	200-300 yrs	1' slow	70-80'
Live Oak	400 yrs	2' med-fast	40-80'
Pin Oak	200 yrs	2'+ fast	60-80'
Southern Magnolia	80 yrs	2' fastest mag.	60-80'
Sugar Maple	400 yrs	1-2' med	40-80'
Water Oak	30-50 yrs	2'+ fast	50-80'
Cedar elm	100 yrs	2' med	50-90'
Overcup Oak	400 yrs	1-2' med	60-90'
Shumard Oak	200 yrs	2-3' fast	70-90'

River Birch	50-150 yrs	3' fast	50-95'
Dawn Redwood	100+ yrs	2-3' fast up to 4'	70-100'
Leyland Cypress	10-20 yrs	3-4' fast	100'
London Plane Tree	100s of yrs	1-2' med	75-100'
Pecan	300 yrs	1-2' med	100'
Sycamore	200 yrs	2'+ fast	75-100'
Tuliptree Liriodendron	300 yrs	2' med	90-120'

### **Draft – City of Tomball Approved Shrub Listing**

Abelia		
Acuba		shade
American Holly		
Andorra Juniper		
Althea (Rose of Sharon)		
Azalea		
Barberry		
Blue Rug Juniper		
Bridal Wreath Spirea	deciduous	
Burford Holly		
Burning Bush or Winged Euonymus		
Butterfly iris		
California Fan Palm		
Camellia Sassangua		Sun
Camellia Japonica		shade
Carissa Holly		
Cherry Laurel		
ALL Roses		
Cleyera		shade
Compact Nandina		
Confederate Rose	Perennial	
Cotoneaster		
Crepe Myrtle	deciduous	
Day Lilly		
Dazzler Holly		
Dwarf Burford Holly		
Dwarf Chinese Holly		
Dwarf Crepe Myrtle	deciduous	
Dwarf Glossy Abelia		
Dwarf Indian Hawthorn		
Dwarf Nandina		

Dwarf Palmetto		wet area
Dwarf Pittosporum		
Dwarf Yaupon Holly		
Edward Goucher Abelia		
Eleagnus (Silverberry)		
Flowering Quince	deciduous	
Flowering Pomegranate	deciduous	
Forsythia	deciduous	shade
Gardenia		
Hydrangea		
Japanese Barberry	deciduous	
Japanese Boxwood		
Japanese Fatsia		shade
Japanese Yew		
Liriope		
Ligustrum		
Mahonia		
Mary Nell Holly		
Nana Nandina (heavenly Bamboo)		
Nandina		
Needlepoint Holly		
Hydrangea		
Oleander		
Mahonia		
Pampas Grass		
Juniper		
Pittosporum, Green or Variegated		
Pomegranate	deciduous	
Possumhaw Holly	deciduous	
Purple Leaf Japanese Barberry	deciduous	
Pyracantha		
Red Yucca		
Rosemary		
Rusty Blackhaw Viburnum	deciduous	shade
Shore Juniper		
Southern Wax Myrtle		
Sweet Viburnum		
Nellie R. Stevens Holly		
Tea Rose		
Texas Buckeye	deciduous	shade
Texas Mountain Laurel		

Texas Palmetto		
Texas Sage (Ceniza)		
Viburnum		
Vitex	deciduous	
Wax Myrtle		
Recurve Ligustrum		
Wheeler's Dwarf Pittosporum		
Windmill Palm		
Yaupon Holly		

### **DRAFT – APPROVED GROUND COVERS AND VINES**

Ajuna		Water conservation
Asian Jasmine		Water conservation
Carolina Jessamine		Water conservation
Climbing Roses		
Coral Honeysuckle	Texas Native	Water conservation
Purple Japanese Honeysuckle	Texas Native	
Honeysuckle	Texas Native	
Coralvine		
Dwarf Bamboo		
English IVY		Water conservation
Fig Ivy		Water conservation
Algerian Ivy		
Boston Ivy		
Persian Ivy		
Trailing Ivy		
Nandina		
Hibiscus		
Lady Banksia		Water conservation
Lantana	Texas Native	

Liriope		Water conservation
Madame Galen Trumpet Vine or Trumpet Creeper		Water conservation
Mondograss (Monkeygrass)		Water conservation
Persian Shield		
Purple Wintercreeper		
Silverlace Vine		Water conservation
Vinca Major/Minor		
Virginia Creeper	Texas Native	Water conservation
WisteriaS		Water conservation
Tradescantia		
Mexican Flame Vine		
Coral Vine		
Mascognia vine (Butterfly vine)		

# Regular City Council Agenda Item Data Sheet

**Meeting Date:** April 2, 2024

**Topic:**

Approve, on Second Reading, Resolution No. 2024-14-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 Performance Agreement by and between the Corporation and Sylvia's Wood Fire Pizza, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 306 Market Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.

### Background:

First Reading approved during the March 18, 2024 Regular City Council meeting.

On March 5, 2024, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an economic development performance agreement with Sylvia's Wood Fire Pizza, LLC for rental assistance for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

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

**Recommendation:** Approval of Resolution No. 2024-14-TEDC

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

**FUNDING (IF APPLICABLE)**

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

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

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

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

## RESOLUTION NO. 2024-14-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 SYLVIA'S WOOD FIRE PIZZA, LLC TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

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

**WHEREAS**, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Ten Thousand Dollars (\$10,000.00), found by the Board to be required or suitable to promote a new business development by Sylvia's Wood Fire Pizza, LLC; and

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

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

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

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

**Section 2.** The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Ten Thousand Dollars (\$10,000.00), to Sylvia's Wood Fire Pizza, LLC, in accordance with an economic development agreement by and between the TEDC and Sylvia's Wood Fire Pizza, LLC to promote and develop a new or expanded business enterprise, to be located at 306 Market Street, Tomball, Texas 77375.

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

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

**PASSED AND APPROVED** on first reading this 18th day of March, 2024.

**PASSED, APPROVED, AND RESOLVED** on second and final reading this 2nd day of April, 2024.

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Lori Klein Quinn, Mayor

ATTEST:

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Tracy Garcia, City Secretary





**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** March 18, 2024

**SUBJECT:** Sylvia's Wood Fire Pizza, LLC

**ITEM TYPE:** Action

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The Tomball Economic Development Corporation has received a request from Bruce Kissinger, Owner of Sylvia's Wood Fire Pizza, LLC for funding assistance through the TEDC's Rental Incentive Program.

Sylvia's Wood Fire Pizza is a start up business looking to locate in a 2,280 square foot lease space located at 306 Market Street in Tomball. The owners of Sylvia's Wood Fire Pizza also own Fire Ant Brewpub which will conveniently be located next door. The business will serve unique pizza, sandwiches, and salads.

The goal of the TEDC's Rental Incentive Program is to assist in the establishment of new businesses in existing vacant spaces and to stimulate commercial investment in the City of Tomball. In accordance with the Rental Incentive Program Policy, the proposed performance agreement is for 25% of the base monthly rent for the first year of operation only.

The lease agreement that was submitted in conjunction with the request letter shows a three-year lease commitment with a monthly rent amount of \$4,950.00 for the first 12 months. The proposed grant amount is \$10,000.00, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

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

March 1, 2024

Kelly Violette

Executive Director

Tomball Economic Development Corporation

Good morning,

Delayed opening due to bad weather has extended our opening date. The Oven manufacturer was impeding the progress, due to part delays and shipping delays. This caused revenue loss that would have impacted our local economy.

Sylvia's Wood Fire Pizza, will be a one of a kind establishment that Tomball's community and surrounding areas are already talking about. Our business will attract a new crowd, which will impact the small businesses around Tomball. We will be providing employment for around 30 individuals.

We are also putting a focus on local artists, young and up and coming entrepreneur's that will have a pivotal role in our restaurant. This will also help with highlighting the amazing people and businesses in the Greater Tomball area. We greatly appreciate your consideration.

With regards,

A handwritten signature in black ink, appearing to read 'B. Kissinger', with a long horizontal flourish extending to the right.

Bruce Kissinger

Owner

Sylvia's Wood Fire Pizza

306 Market Street Tomball, Texas

# COMMERCIAL LEASE AGREEMENT TOMBALL HISTORIC DISTRICT (MARKET ST)

This lease agreement (**Lease**), is entered into by and between **Rodney K Hutson, (Landlord)**, and **Bruce Kissinger (the "Tenant")** whose address for notice purposes is **306 Market St, Tomball, TX 77375**.

## PREMISES, RENT PAYMENT, COMMON AREA AND REAL PROPERTY TAX

1. **Lease Term and Payment.** The begin and end dates below represent each **Lease Period**, unless terminated earlier by the terms and conditions of this Lease. The begin date of the first Lease Period shall be the lease **Commencement Date**. The end date of the last Lease Period shall be the lease **Expiration Date**. **Total Rent/ Month** shall be the total monthly amount Tenant shall pay to Landlord. **Total Tenant Liability** shall be the total amount Tenant shall be liable to Landlord at this signing of this Lease, payable in monthly installments per the **Lease Payment Schedule**. **Lease Period Begin Date shall be delayed (if any) according to BUILDING UPDATE AND RENOVATION provisions elsewhere within this Lease.**

Lease Payment Schedule

Lease Period	Lease Period Begin Date	Lease Period End Date	Base Rent / Month	Common Area Maintenance	Property Tax / Month	Total Rent / Month
1	6/1/23	5/31/24	\$4,330	\$50	\$570	<b>\$4,950</b>
2	6/1/24	5/31/25	\$4,470	\$50	\$570	<b>\$5,090</b>
3	6/1/25	5/31/26	\$4,620	\$50	\$570	<b>\$5,240</b>

2. **Place of Payment.** All checks shall be made payable and delivered each month to:

**Rodney K Hutson**  
**9431 Rosie Lane**  
**Magnolia, TX 77354-3703**

Landlord may designate a different place as necessary from time to time in writing.

3. **Premises.** The leased building(s), suite(s) and/or outdoor area(s) (collectively, **Premises**) shall be as follows:

Premises

Lease Period	Address	Premises is part of a Center	Interior SQFT	Interior Rent / SQFT	Base Rent / Month
1	306 Market St	Yes	2,280	\$1.90	<b>\$4,330</b>
2	306 Market St	Yes	2,280	\$1.96	<b>\$4,470</b>
3	306 Market St	Yes	2,280	\$2.03	<b>\$4,620</b>

4. **Condition of Premises.** Tenant acknowledges its own responsibility to determine the present or future suitability of the Premises for the intended use and has not relied upon any representations made by Landlord nor Landlord's agent. Landlord hereby disclaims any representations or warranties. **Tenant accepts delivery of the Premises from Landlord in as-is condition, subject to BUILDING UPDATE AND RENOVATION provisions elsewhere in this Lease.**

5. **Common Area Maintenance.** For any Premises that is a part of a multi-building shopping village or a single-building shopping center (both referred to as the **Center**), Tenant agrees to pay Tenant's pro rata share of expenses for (1) exterior common area maintenance and (2) landlord real property insurance (collectively, **Common Area Maintenance** or **CAM**). Landlord's common area maintenance responsibility does not include any interior portion of the Premises nor any exterior area under Tenant's exclusive control, regardless of whether the exterior area is included as exterior square footage (if any) in this Lease.
6. **Real Property Tax.** Tenant agrees to pay its pro rata share of real property tax for the Premises as stated in the **Real Property Tax Schedule** below:

**Real Property Tax Schedule**

Period	Tax Account	Account SQFT	Tenant SQFT	Tenant SQFT %	Account Property Tax (2022)	Tenant Tax Portion / Year	Tenant Tax Portion / Month
1, 2, 3	352590140021	13,620	2,280	16.74%	\$40,852	\$6,839	<b>\$570</b>

7. **Default Deposit.** Tenant has paid to Landlord the amount(s) specified below in the **Deposit** table, which shall constitute the **Default Deposit** to secure the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease. **Tenant shall not be allowed to use Default Deposit to satisfy monthly rent for any month without Landlord's permission.**

**Deposit**

Date	Address	Amount
6/1/23	306 Market St	<b>\$4,950</b>

8. **Common Area.** For any Premises that is a part of a Center, the term **Common Area** means all areas of the Center not leased to Tenant or any other tenant of that Center, including any areas dedicated or belonging to any governmental authority which are required to be maintained by or at the expense of Landlord. **Tenant accepts the condition of the Common Area in as-is condition.**
9. **Determination of Square Footage for Calculating CAM Fees.** Common Area Maintenance (CAM) fees, if applicable, shall be calculated based upon total leased interior square feet of the Premises (**Interior SQFT**).

#### **BUILDING UPDATE AND RENOVATION - NEW TENANTS ONLY**

10. **Initial Buildout.** Landlord shall perform no buildout. All buildout is Tenant's responsibility. Tenant and Landlord have discussed the current state of the building regarding any deferred maintenance issues, and Tenant agrees to take the Premises as-is, where-is.
11. **Occupancy Changes.** This building is a Type M Retail building within the City of Tomball Zone Old Town/Mixed Use District. Any occupancy designation changes needed as a result of Tenant's use of the building shall be the sole responsibility of Tenant.
12. **New Lease Cancellation Prior to Commencement Date:** For initial new leases between Landlord and Tenant for the Premises, either Landlord or Tenant shall have the right to cancel this lease in writing and delivered to the other party at any time prior to the date Tenant receives keys to the Premises (1) regardless of Commencement Date, (2) without cause and (3) in either party's sole discretion. Tenant shall only be entitled to a full refund of all amounts paid at lease signing and only after delivering keys back to Landlord. This provision shall not apply to renewal leases on the same Premises.
13. **Buildout Credit.** New tenants shall be credited one month rent for purposes of Tenant build-out. All interior remodeling and buildout are at Tenant's discretion with Landlord approval. Tenant shall not perform any exterior

remodeling or building without Landlord's explicit written approval and submission of detailed building plans to Landlord.

#### RENT DUE DATE, GRACE PERIOD AND DELINQUENCY

14. **Date of Accrual.** Rent shall accrue beginning from the Commencement Date.
15. **Monthly Payment Due Date.** Tenant agrees to pay to Landlord the Total Lease Value in monthly installments as stated in the Lease Payment Schedule on the first day of each month. If the Commencement Date is a day other than the first day of the month, then the monthly rent installments for that month shall be prorated and paid in advance.
16. **Monthly Payment Grace Period.** Monthly rent payments shall not be considered late if received by Landlord on or before the third day of each month (**Grace Period**). Payments that are mailed must be postmarked **on or before the 3rd day of each month** to be considered timely and not delinquent.
17. **Delinquent Payments.** If Landlord receives Tenant's monthly rent payment after expiration of the Grace Period, Tenant agrees to pay to Landlord a service charge equal to **twenty-five percent (25%) of the Total Rent/Month** due for that month.

All service charges relating to delinquent rent are for purposes of covering Landlord's additional expenses involved in handling delinquent payments. Tenant agrees that these amounts are charged as additional rent for the purpose of defraying Landlord's expenses incident to the processing of such overdue payments and not as penalty or interest.

18. **Insufficient Funds.** Tenant agrees to pay a **\$25 processing fee for any check written to Landlord that is returned unpaid** from Tenant's bank due to insufficient funds or any other problem with Tenant's bank account. Tenant agrees that the processing fee shall be charged as additional rent for the purpose of defraying Landlord's expenses incident to the processing of the unpaid check and not as penalty or interest.
19. **Surrender.** Promptly on the Expiration Date or upon earlier termination of this Lease, Tenant shall peaceably and quietly leave, surrender, and yield to Landlord the Premises, broom-clean and in good condition, reasonable wear and tear excepted. Tenant shall then surrender to Landlord all keys to the Premises.
20. **Holding Over.** In the event Tenant remains in possession of the Premises after the Expiration Date of this Lease without the execution of a new lease, Tenant shall be deemed to be occupying the Premises as a month-to-month tenant at a rent equal to twice the Total Rent/Month as of the Expiration Date. Tenant's monthly tenancy shall be subject to all terms, covenants and conditions of this Lease as are applicable to a month-to-month tenancy.
21. **Landlord-Tenant Relationship.** Landlord and Tenant agree that in no event they are to be construed or held to be partners, joint ventures or associates of each other in the conduct of each others business. Landlord be not be liable for any debts incurred by Tenant in the conduct of Tenant's business. The relationship is that of Landlord and Tenant, and at all times shall remain so.

#### PERSONAL PROPERTY TAXES

22. Tenant shall pay and be liable for all taxes levied against personal property and trade fixtures placed by or on behalf of tenant in the Premises (**Personal Property Taxes**). If any Personal Property Taxes for which Tenant is liable are levied against Landlord or Landlord's property and if the Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and the fixtures placed by or on behalf of Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay the Landlord on demand, the amount of any such levy against Tenant's personal property and trade fixtures and the amount of any increase attributable to personal property and trade fixtures. Personal Property Taxes are sometimes referred to as Fixture, Furnishings and Equipment (FF&E) Taxes by some taxing authorities and are different taxes than Real Property Taxes levied against the real estate containing the Premises.

## INSURANCE, INDEMNITY AND LIABILITY

23. **Indemnification.** Tenant agrees to and shall indemnify and hold Landlord harmless from and against any and all claims, liabilities, losses, damages, expenses of every kind or character, causes of action (including court costs and reasonable attorneys' fees) arising from and relating to (1) Tenant's occupation of the Premises, use of the Premises and Common Areas of the Center, conduct of its business, or any other activity permitted or suffered by Tenant in and about the Premises, (2) any default, breach, violation or nonperformance of this Lease or any of its terms, covenants and conditions, and (3) any act, omission or negligence of Tenant or any officer, agent, employee, guest, customer, subtenant, assignee, or invitee of Tenant, including without limitation, any act, omission, or negligence resulting in injury or death. Tenant, upon notice from Landlord, shall defend any claim at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, assures all risk of damage to property or injury to persons in, upon or about the Premises from any cause other than Landlord's gross negligence or intentional illegal acts. Tenant waives all claims against Landlord. Tenant shall give immediate notice to Landlord in case of casualty or accidents in or about the Premises within 24 hours after the casualty or accident. Additionally, Tenant shall indemnify and hold Landlord harmless from and against any penalty, damage, or charge incurred or imposed by reason of any violation of law, statute, ordinance or government rule, regulation, or requirement now or hereafter in force, by Tenant, or any officer, agent, employee, guest, customer, subtenant, assignee or invitee of Tenant.
24. **Tenant Liability Insurance.** Tenant shall procure and maintain at its sole cost and expense at all times, a policy or policies of insurance insuring Landlord, as well as Tenant, from all claims, demands, or actions arising out of Tenant's use and occupancy of the Premises. **TENANT'S INSURANCE COVERAGE SHALL COVER BODILY INJURY AND PROPERTY DAMAGE WITH COMBINED SINGLE LIMIT COVERAGE OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000) PER EACH OCCURRENCE. THIS LIABILITY INSURANCE REQUIREMENT IS A MATERIAL CONDITION OF THIS LEASE. ANY LAPSE OF TENANT'S LIABILITY INSURANCE OR PROCUREMENT OF AN INSURANCE POLICY IN AN AMOUNT LESS THAN THE AMOUNT REQUIRED IN THIS PROVISION SHALL BE CONSIDERED A MATERIAL BREACH OF THIS LEASE AND SHALL SUBJECT TENANT TO IMMEDIATE EVICTION AT LANDLORD'S SOLE DISCRETION.**
25. **Tenant Window Glass Insurance.** At Tenant's option, Tenant shall procure and maintain an insurance policy covering window glass of the Premises. Under no circumstances shall Landlord be responsible for repair or replacement of any window glass.
26. **Waiver of Subrogation.** Landlord and Tenant agree to release any and all claims against each other for any loss covered by either party's insurance, including negligence claims. Landlord and Tenant further agree that their respective insurance companies shall have no right of subrogation against the other party.
27. **Non-Liability for Certain Events.** Neither Landlord nor its agents shall be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, rain or water from any source, or any other cause whatsoever, including acts or omissions of other tenants in the Center unless wholly caused by or due to the gross negligence of Landlord or Landlord's agents, servants or employees. Landlord or its agents shall not be liable for interference with the light or air or for any latent defect in the Premises, and any interference with air or light shall not affect this Lease nor give Tenant any right to withhold rent.
28. **Landlord Not Liable for Special Damages.** In no event shall Landlord or the interest of Landlord be liable to Tenant for direct, indirect, special or consequential damages under any provisions of this Lease.
29. **Landlord Not Liable for Tenant's Property.** Tenant agrees to use and occupy the Premises and to use other portions of the Center (if applicable) at its own risk. Landlord shall have no responsibility or liability for any loss of or damage to fixtures, inventory, or other property of Tenant or Tenant's employees, invitees, or customers.
30. **Limitation of Landlord Personal Liability.** Tenant agrees that Landlord shall not be personally liable for any judgment which Tenant may obtain against Landlord or for any other claim, liability or obligation. Tenant shall look solely to Landlord's interest in the Premises or Center (if applicable) for the recovery of any such judgment, claim or obligation. Landlord's limitation of liability shall not limit any right Tenant may otherwise have to obtain injunctive

relief against Landlord or in any suit or action in connection with enforcement or collection of amounts which may become owing or payable to Tenant under or on account of insurance maintained by Landlord.

## UTILITIES

31. Tenant shall be responsible for all costs and expenses for the connection of all utility services to the Premises, including, without limitation, the payment of utility deposits and gas pressure testing fees. Tenant shall promptly pay all charges for any and all electricity, water, gas, telephone, Internet and all other utilities furnished to the Premises. Landlord shall not be liable for any interruption whatsoever in utility services. No interruption shall be construed as either a constructive or actual eviction of Tenant, nor give Tenant any right to withhold rent, nor relieve Tenant from fulfilling any term, covenant or condition contained in this Lease.

## TENANTS BUSINESS

32. **Permitted Uses.** The Premises may be used and occupied only for Tenant's primary and related secondary products and services as initially approved by Landlord at lease signing.
33. **Trade Name.** Tenant may operate its business in the Premises only under its registered trade name, company name or d/b/a. Tenant shall not operate its business under any name that misleads the public as to the true nature of Tenant's business.
34. **Changes.** Tenant may not change the use of the Premises or its trade name without Landlord's prior written consent.
35. **Continuous Operation.** Tenant shall at all times operate its business at the Premises as a full-time commercial business with operating hours comparable to typical businesses similar to Tenant's business. Tenant shall not at any time leave the Premises vacant. Tenant agrees and understands that any breach of this provision shall constitute a material breach of this Lease, unless Landlord gives prior written consent.
36. **Permits and Licenses.** Tenant shall obtain and maintain at its sole cost and expense, all permits and licenses required for the transaction of its business in the Premises. Tenant shall fully comply with any applicable law, ordinance or governmental regulation affecting the Premises at any time during this Lease.
37. **Prohibited Uses.** Tenant shall keep the Premises free from waste and nuisance at all times. Tenant shall keep the Premises clean throughout, (including, but without limitation, floors, light fixtures and all glass). Tenant shall not, without Landlord's prior consent, locate or install or cause to be located or installed on the sidewalks or service area (if any) immediately adjoining the Premises any bike racks, newspaper holder stands, vending machines of any kind, mailboxes, telephone booths, "No parking" signs or any other device of a similar nature which would impede or obstruct the sidewalk or service area. Tenant shall not, without Landlord's prior written consent, perform or fail to perform any act, keep anything within the Premises, or use the Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on either the Premises or on other parts of the center. If Landlord does give such written consent to Tenant, then Tenant shall be responsible, at its sole cost and expense for the amount of any increase in the casualty or liability insurance premium cost. Tenant shall not, without Landlord's prior written consent, conduct or permit to be conducted within the Premises any auction or bankruptcy sales nor permit any objectionable or unpleasant odors or loud noises to emanate from the Premises, nor place or permit any radio, television or other antennae, loud speaker or amplifiers, or flashing lights or searchlights on the roof or outside the Premises or where the same can be seen or heard outside the building; nor take any other action which would disturb or endanger other Tenants of the Center (if applicable) or unreasonably interfere with their use of their respective premises or the Common Area.
38. **Obstruction of Walkways.** Tenant shall not place merchandise, furniture or any other obstructions on any walkways, porches or Common Areas at any time without Landlord consent. Landlord consent may be granted or revoked at any time in Landlord's sole discretion.
39. **Ventilation and Pest Control.** Tenant shall be responsible for exhausting and/or containing all food, chemical or other objectionable odors resulting from Tenant's operation and use of the Premises. Tenant shall be responsible

for maintaining all traps, vents and exhausts. Tenant shall further be responsible for any and all pest control throughout the Premises, including all exterior areas under exclusive control of Tenant.

40. **Use of Common Areas and Parking Areas.** Tenant and its employees, customers and invitees shall have the non-exclusive right to use the Common Area in common with the Landlord, other tenants of the Center and other persons entitled to use the same, subject to reasonable rules and regulations governing its use as Landlord may from time to time prescribe. Tenant shall neither solicit any business nor conduct any business activity within the Common Area or any adjacent city sidewalks, or take any action which would interfere with the rights of other persons to use the Common Area. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs and alterations or to prevent a dedication to the public from obtaining prescriptive rights. Landlord may restrict employee use of the Common Area and may regulate employee parking by designating employee parking area(s). Landlord shall have the right, but no obligation, to maintain and operate lighting facilities on all the parking areas, to police all the parking and other common areas and to discourage non-customer parking.
41. **Alterations and Fixtures.** All repairs, replacements, alterations, additions, improvements, plate glass, exterior doors, overhead, sprinkler systems (if any), floor coverings, and fixtures (other than unattached, movable trade fixtures), including all air conditioning, heating, electrical, mechanical and plumbing machinery equipment which may be made or installed by either party whether in the interior or exterior of the Premises, shall become the property of Landlord without credit or compensation to Tenant at the termination of this Lease for any reason whatsoever, and at the termination of this Lease shall remain upon and be surrendered with the Premises, unless Landlord requests their removal, in which event, Tenant shall remove the same and restore the Premises to its original condition, normal wear and tear excepted, at Tenant's expense.
42. **Signs and Store Fronts.** Tenant shall not, without Landlord's prior written consent (1) make any changes to the exterior of the Premises or Tenant's store front, including architectural changes and exterior painting, (2) install any exterior lighting, shades or awnings, or any exterior decorations or paintings, (3) place or install any reflective material on the doors, windows or store front, or (4) erect or install any signs, window or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises. Use of the roof is reserved to Landlord.
43. **Community Sign.** Tenant shall have the right to place a sign panel on the community sign, if any, provided by Landlord. Expenses for installation and maintenance of the sign panel shall be paid by Tenant. The community sign, except for sign panels for individual tenants, shall be deemed to be part of the Common Area maintenance. All expenses in connection with the lighting maintenance thereof shall be included as part of the Tenants CAM obligation. No sign panel may be installed on the community sign until Landlord has approved, in writing, the design of the panel. Landlord reserves the right to charge Tenant for use of the Community Sign in Landlord's sole discretion.
44. **Rules and Regulations.** Tenant shall comply with all rules and regulations which Landlord may produce from time to time with respect to Tenant's use of the Premises. Tenant agrees that rules and regulations are intended for the protection of Tenant and Center as well as to ensure the Center is aesthetically maintained, and Landlord reserves the right to edit, delete or add any regulations upon 30 days notice to Tenant. Tenant's failure to comply with such rules and regulations shall constitute a material breach of this Lease.
45. **Quiet Enjoyment.** Tenant, on payment of rent and observing all terms of this Lease, rules and regulations, shall lawfully, peaceably, and quietly hold, occupy and enjoy the Premises without hindrance or ejection by any persons lawfully claiming under the Landlord.
46. **Waiver of Warranties.** LANDLORD EXPRESSLY DISCLAIMS ANY WARRANTY OF HABITABILITY WHICH MAY OTHERWISE HAVE ARISEN BY OPERATION OF LAW. LANDLORD DOES NOT WARRANT THAT THE PREMISES IS HABITABLE AND FIT FOR LIVING, OR THAT THERE ARE NO LATENT DEFECTS IN THE FACILITIES THAT WILL RENDER THE PREMISES UNSAFE, UNSANITARY OR OTHERWISE UNFIT. TENANT EXPRESSLY AGREE TO LEASE THE PROPERTY AS-IS, WHETHER HABITABLE OR NOT, AND EXPRESSLY WAIVES THE IMPLIED RIGHT OF HABITABILITY.



## MAINTENANCE AND REPAIR

47. **Maintenance by Landlord.** Landlord shall only be responsible for reasonable maintenance of the foundation, the exterior walls (except window glass), and roof of the Premises. Landlord shall not be required to make any repairs occasioned by the act, omission or negligence of Tenant, its agents, invitees, contractors, or employees. It is Tenant's sole obligation to make roof repairs arising out of any damage or injury in any way caused by maintenance work on Tenant's air conditioning or ventilation equipment. In the event that the Premises should become in need of repairs required to be made by Landlord, Tenant shall give immediate notice of the needed repairs to Landlord. Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice or for any consequential or other resulting damages.
48. **Maintenance by Tenant.** Tenant shall keep the Premises, including windows, signs and sidewalks and service ways and loading areas adjacent to the Premises in good, clean, garbage-free condition, free from waste and nuisance at all times. **Tenant shall have sole responsibility for maintenance, repair or replacement of all air conditioning/heating systems servicing the Premises.** Tenant shall make all needed repairs, including without limitation, maintenance of all direct utility connections and replacement of cracked or broken glass, except for repairs required to be made by Landlord. Tenant shall have sole responsibility for the sprinkler system (if any), and the water meter and shall at Tenant's sole cost and expense, repair and replace all or any part thereof as may be necessary from time to time to keep such items in good working condition at all times. Tenant shall comply, at its sole cost and expense, with all governmental laws, ordinances, and regulations applicable to the Premises. Tenant shall not be obligated to make any structural changes or alterations to the Premises in order to comply with governmental laws, ordinances and regulations unless made necessary by the act or omission of Tenant. Tenant shall perform any such changes or alterations at its expense and in accordance with plans and specifications approved by Landlord. If any repairs required to be made by Tenant are not made within ten days after written notice delivered to Tenant by Landlord, Landlord may, at its option, make such repairs without liability to Tenant for any loss or damage which may result to its business by reason of such repairs. Tenant shall pay to Landlord the cost of such repairs upon demand, plus an amount equal to eighteen percent (18%) of such cost as compensation for Landlord's administrative expenses.
49. **Common Area Maintenance.** The Common Area shall be operated and maintained by Landlord in such manner as Landlord, in its sole discretion, shall determine.

## CASUALTY

50. Tenant shall give immediate written notice to Landlord of any damage caused to the Premises by fire or other casualty. In the event that (1) all or any portion of the Premises is damaged or destroyed by fire or other casualty, or (2) in excess of twenty-five percent (25%) of the gross leasable area in the Center is destroyed or rendered untenable, Landlord shall have the election to terminate this Lease prior to repair so it may restore the Premises to the condition in which it existed immediately prior to such damage or destruction. In the event Landlord desires to terminate this Lease, Landlord shall deliver written notice to Tenant on or before thirty days following receipt of Tenant's written notice of the damage to the Premises. In the event that Landlord elects to terminate this Lease, Landlord shall refund to Tenant any prepaid rent not accrued as of the date of damage or destruction, less any sum owed to Landlord by Tenant. If Landlord has elected to repair and reconstruct the Premises, this Lease shall continue in full force and effect and such repairs will be made within a reasonable time. Upon written notice to Tenant, Landlord may elect to extend the lease Expiration Date by a period of time equal to the period of such repair and reconstruction. Tenant agrees that during the period of reconstruction or repair of the Premises, it will continue operating its business within the Premises to the best of its ability.

## CONDEMNATION

51. **Termination Option After Condemnation.** In the event that all or any portion of the Premises or in excess of twenty-five percent (25%) of the parking area of the Center should be appropriated or taken by any public or quasi-public authority under the power of eminent domain, this Lease may be terminated by either Landlord or Tenant by the delivery of written notice of such election. Such notice shall be delivered at least sixty (60) days prior to the date title vests pursuant to such taking or acquisition, and termination shall be effective as of the date title vests pursuant to such taking or acquisition, and all rent payments must be paid up to that date. Landlord

may also terminate this Lease upon thirty (30) days prior written notice delivered on or before one hundred twenty (120) days after possession, taken or appropriated by the condemning authority if, in Landlord's judgment, the remainder of the Center is unsuitable for retail use. A termination under this provision shall be effective thirty (30) days following delivery of notice.

52. **Lease Obligation After Condemnation.** In the event that all or any portion of the Premises is appropriated or taken by any public or quasi-public authority under the power of eminent domain and this Lease is not terminated by Landlord or Tenant, Landlord shall repair any structural damage to the Premises caused by the appropriation or taking. The monthly rent payable during the unexpired portion of this Lease shall be recalculated using the following equation:

$$\text{Revised Monthly Rent} = (\text{Original Monthly Rent} / \text{Original Total Square Feet}) \times \text{Revised Total Square Feet}$$

- *Revised Monthly Rent* = new monthly rent due for the affected portion of the Premises (interior or exterior) for the remainder of the unexpired portion of this Lease
- *Original Monthly Rent* = monthly rent amount that was due immediately prior to the condemnation for that portion (interior or exterior) leased by Tenant
- *Original Total Square Feet* = total square feet of the portion of the Premises (interior or exterior) leased by Tenant prior to condemnation
- *Revised Total Square Feet* = total square feet of the portion of the Premises (interior or exterior) leased by Tenant after being reduced by condemnation

If condemnation affects only exterior leased portions of the Premises, then Revised Monthly Rent calculations shall only include exterior portions of the total rent due under this Lease. If the condemnation affects only interior leased portions of the Premises, then Revised Monthly Rent calculations shall only include interior portions of the total rent due under this Lease. In the event both interior and exterior leased portions of the Premises are subject to condemnation, then two separate calculations shall be made each for interior and exterior revised monthly rent.

53. **Voluntary Conveyance in Lieu of Condemnation.** In the event that any authority having the power of eminent domain requests that Landlord convey to such authority all or any portion of the Center or all or any portion of the Premises, Landlord shall have the right to make a voluntary conveyance to such authority of all or any portion of the Center or the Premises whether or not proceedings have been filed by such authority. In the event of any such voluntary conveyance, it shall be deemed for the purpose of interpreting this Lease that there has been a condemnation and taking under the power of eminent domain.
54. **Condemnation Awards.** In the event of a condemnation or taking, whether whole or partial, all awards of compensations shall belong to Landlord. Tenant expressly waives any claim or right to any such award, except that Tenant shall be allowed to recover from such authority, but not from any portion of any award to Landlord, at Tenant's own cost and expense, the unamortized cost of Tenant's improvements and trade fixtures.

#### DEFAULT AND REMEDIES FOR DEFAULT

55. **Eviction for Failure or Lapse of Tenant Liability Insurance.** TENANT AGREES AND UNDERSTANDS THAT TENANT'S FAILURE TO PROCURE LIABILITY INSURANCE FOR ITS BUSINESS AND PREMISES IN THE AMOUNTS REQUIRED UNDER THE *INSURANCE, INDEMNITY AND LIABILITY* SECTIONS OF THIS LEASE SHALL BE AN EVICTION CONDITION OF THIS LEASE. ANY LAPSE OF TENANT'S LIABILITY INSURANCE OR PROCUREMENT OF AN INSURANCE POLICY IN AN AMOUNT LESS THAN THE AMOUNT REQUIRED IN THIS PROVISION SHALL BE CONSIDERED A MATERIAL BREACH OF THIS LEASE AND SHALL SUBJECT TENANT TO IMMEDIATE EVICTION AT LANDLORD'S SOLE DISCRETION.
56. **Tenant Default.** The following shall be deemed to be events of default by Tenant under this Lease:
- (a) Tenant fails to pay any installment of rent or any other payment required pursuant to this Lease when due.
  - (b) Tenant abandons any substantial portion of the Premises or fails to operate Tenant's business continuously in accordance with the terms of this Lease or if goods, equipment or other property, in amounts substantial

enough to indicate a probable intent to abandon the premises is being, or has been, removed from the Premises, and the removal is not within the normal course of the Tenant's business.

- (c) Tenant fails to comply with any term, covenant or condition of this Lease, other than the payment of rent, and fails to cure such failure within fifteen (15) days after the receipt of written notice by Landlord.
- (d) Tenant files a petition or be adjudged bankrupt or insolvent under any Federal or State law; or a receiver or trustee is appointed for all or substantially all of the assets of Tenant; or Tenant makes a fraudulent transfer to creditors or makes an assignment for the benefit of creditors; or
- (e) Tenant does or permits to be done any act which results in a lien being filed against the Premises or the Center and does not discharge of record or bond against said lien within fifteen (15) days following written notice by Landlord to Tenant of the filing.

57. **Remedies.** In the event of Tenant default and in addition to all other remedies provided by this Lease or by operation of law:

- (a) Landlord may immediately enter and take possession of the Premises and of the personal property of Tenant on which it has a contractual lien and/or statutory landlord lien without any previous notice of intention to enter, and may remove all persons and property from the Premises and may take full and exclusive possession of the Premises. Landlord may secure and lock up the Premises, cut off utility services, and attempt to relet the Premises, or without any of such actions being deemed a trespass or an election on Landlord's part to terminate this Lease. If, however, any such default on Tenant's part should be fully corrected and cured before Landlord exercises an option to terminate this Lease, and if Landlord has not relet the Premises, then the Premises shall be returned to Tenant, and Tenant may continue in possession under this Lease. Tenant expressly waives any and all damages by reason of reentry by Landlord under this Lease;
- (b) If Landlord elects to reenter the Premises without terminating the Lease, then Tenant shall be liable for and shall pay to Landlord all rent and other indebtedness accrued to that date, plus rent required to be paid by Tenant to Landlord during the remainder of the Primary Term until the date this Lease expires, diminished by the amount received by Landlord through reletting the Premises during said period (after deducting all expenses incurred by Landlord to relet the Premises). Landlord shall not be obligated to relet the Premises or any part thereof, but may do so to any person or persons for such rent and for such terms and conditions as Landlord deems appropriate. In no event shall Tenant be entitled to any excess of any rent obtained by reletting over and above the rent herein reserved and in no case shall Landlord be liable for failure to relet the Premises or to collect the rent due under such reletting. Actions to collect amounts due by Tenant as provided in this section may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until the Expiration Date of this Lease.
- (c) Notwithstanding any prior election not to terminate, Landlord may at any time, including subsequent to a reentry as above provided, elect to terminate this Lease on account of such default. Upon termination, Tenant shall be liable to Landlord for the sum of all rent and other indebtedness accrued to the date of such termination, plus, as damages, amount equal to the rent for the remaining portion of the Primary Term if such term has not already been terminated by Landlord prior to expiration of the same.
- (d) In case of default, Tenant shall also be liable for and shall pay to Landlord, in addition to any sum provided to be paid above: (a) broker's fees incurred by Landlord in connection with reletting the whole or any part of the Premises; (b) the cost of removing and storing Tenant's or other occupant's property; (c) the cost of repairing, altering, remodeling, renovating or otherwise putting the Premises into condition acceptable to a new tenant or tenants; and (d) all reasonable expenses incurred by Landlord in enforcing Landlord's remedies, including reasonable attorney's fees.

58. **Contractual Landlord's Lien and Security Interest.** IN THE EVENT OF DEFAULT BY TENANT TO SECURE THE PAYMENT OF ALL RENT OR ADDITIONAL RENT DUE AND TO BECOME DUE HEREUNDER AND THE FAITHFUL PERFORMANCE OF ALL OF THE OTHER COVENANTS OF THE LEASE REQUIRED OF THE TENANT TO BE PERFORMED, TENANT GIVES TO LANDLORD AN EXPRESS CONTRACTUAL LIEN ON AND SECURITY INTEREST IN AND TO ALL MERCHANDISE WHICH MAY BE

PLACED IN THE PREMISES AND ALSO TO ALL PROCEEDS OF ANY INSURANCE WHICH MAY ACCRUE TO TENANT BY REASONS OF DAMAGE OR DESTRUCTION OF ANY SUCH PROPERTY. ALL EXEMPTION LAWS ARE HEREBY WAIVED BY TENANT. THIS LIEN AND SECURITY INTEREST MAY BE FORECLOSED WITH OR WITHOUT COURT PROCEEDINGS, BY PUBLIC OR PRIVATE SALE, WITH OR WITHOUT NOTICE, AND LANDLORD SHALL HAVE THE RIGHT TO BECOME PURCHASER UPON BEING THE HIGHEST BIDDER AT SUCH SALE. UPON REQUEST OF LANDLORD, TENANT AGREES TO EXECUTE UNIFORM COMMERCIAL CODE FINANCING STATEMENTS RELATING TO SUCH SECURITY INTEREST. LANDLORD, AS SECURED PARTY, SHALL BE ENTITLED TO ALL THE RIGHTS AND REMEDIES AFFORDED A SECURED PARTY UNDER SAID UNIFORM COMMERCIAL CODE WHICH RIGHTS AND REMEDIES SHALL BE IN ADDITION TO AND CUMULATIVE OF THE LANDLORD'S LIENS AND RIGHTS PROVIDED BY LAW OF OR BY THE TERMS AND PROVISIONS OF THIS LEASE. TENANT SHALL NOT PERMIT ANY MECHANIC'S OR OTHER LIENS TO BE FIXED OR PLACED AGAINST THE PREMISES AND AGREES TO IMMEDIATELY DISCHARGE (EITHER BY PAYMENT OR BY FILING OF THE NECESSARY BOND OR OTHERWISE) ANY SUCH LIEN WHICH IS ALLEGEDLY FIXED OR PLACED AGAINST THE PREMISES. THIS CONTRACTUAL LIEN IS IN ADDITION TO ANY AND ALL STATUTORY OR COMMON LAW LIENS PROVIDED FOR BY LAW.

59. **Statutory Landlord's Lien.** IN ADDITION TO LANDLORD'S CONTRACTUAL LIEN PROVIDED BY THIS LEASE, TENANT FURTHER AGREES AND ACKNOWLEDGES LANDLORD'S STATUTORY LANDLORD'S LIEN PROVIDED BY CHAPTER 54, SUBSECTION B OF THE TEXAS PROPERTY CODE, WHICH PARTIALLY STATES AS FOLLOWS:

Sec. 54.021. LIEN. A person who leases or rents all or part of a building for nonresidential use has a preference lien on the property of the tenant or subtenant in the building for rent that is due and for rent that is to become due during the current 12-month period succeeding the date of the beginning of the rental agreement or an anniversary of that date. (Acts 1983, 68th Leg., p. 3559, ch. 576, Sec. 1, eff. Jan. 1, 1984. Amended by Acts 1985, 69th Leg., ch. 200, Sec. 2, eff. Aug. 26, 1985.)

Sec. 54.024. DURATION OF LIEN. The lien exists while the tenant occupies the building and until one month after the day that the tenant abandons the building. (Acts 1983, 68th Leg., p. 3560, ch. 576, Sec. 1, eff. Jan. 1, 1984.)

Sec. 54.025. DISTRESS WARRANT. The person to whom rent is payable under a building lease or the person's agent, attorney, assign, or other legal representative may apply to the justice of the peace in the precinct in which the building is located for a distress warrant if the tenant:

- (1) owes rent;
- (2) is about to abandon the building; or
- (3) is about to remove the tenant's property from the building.

(Acts 1983, 68th Leg., p. 3560, ch. 576, Sec. 1, eff. Jan. 1, 1984. Amended by Acts 1993, 73rd Leg., ch. 48, Sec. 10, eff. Sept. 1, 1993.)

60. **Default Deposit.** If Tenant fails to pay Monthly Rent when due, the Default Deposit may, at Landlord's option, be applied to any rent due and unpaid, or other amounts payable to Landlord by Tenant. If Tenant violates any of the terms, covenants and conditions of this Lease, the Default Deposit may be applied to any damages suffered by Landlord as a result of Tenant's default to the extent of the amount of the damages suffered. Should any of the Default Deposit be used to pay rent due for any reason, and if this Lease is kept in full force and effect at Landlord's option, Tenant shall reimburse Landlord the amount of said depletion within ten (10) days after notice to Tenant by Landlord of such depletion. Nothing contained in this section shall in any way diminish or be construed as waiving any of Landlord's other remedies provided by this Lease or by law or equity. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay Monthly Rent when due and all other sums payable by Tenant to Landlord, the remaining balance of the Default Deposit, without interest, shall be returned to Tenant within sixty (60) days after the first day of the month after Tenant vacates the Premises.
61. **Landlord Default.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after written notice by Tenant to Landlord, specifying that Landlord has failed to perform such obligations. However, if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes completion of same.

## TRANSFERS AND LIENS

62. **Subordination and Attornment.** This Lease and the rights of Tenant under this Lease are subject and subordinate to (1) any prior ground or master leases affecting the land, including renewals and extensions, and (2) any mortgage or Deed of Trust, together with all renewals, modifications, consolidations, replacements and extensions, which may now or later encumber the Center and the real property on which it is located. Tenant agrees to execute any further documents as may be necessary for subordinating this lease to any mortgage, Deed of Trust or master or ground leases, as the case may be, and further agrees to execute any other document of attornment and non-disturbance required by Landlord's mortgagees. Tenant irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such instruments for and on behalf of Tenant, giving and granting unto said attorney full power and authority to do everything in Tenant's name, place and stead as fully and effectual to all intents and purposes as Tenant might or could do if personally present, ratifying all that said attorney shall lawfully do or cause to be done by virtue of those present. This power of attorney is coupled with an interest, and therefore shall survive the death, dissolution, or termination of Tenant. Tenant agrees to that it shall not undertake any act which will cause a lien to be filed against the Premises. Tenant acknowledges that it has no power to encumber or cloud Landlord's title to the land or Premises. Tenant further agrees that if, because of any act or omission of Tenant, any mechanics lien or other lien, charge, or order for the payment of money shall be filed against Tenant or any portion of the Premises, or upon the right, title, an interest of Tenant created by this Lease, Tenant shall, at its own cost and expense cause the same to be discharged of record or bonded within fifteen (15) days after written notice by Landlord to Tenant of the filing thereof; and Tenant hereby agrees to indemnify and hold harmless Landlord from and against all costs, liabilities, suits, penalties, claims, and demands resulting therefrom.
63. **Assignment and Subletting.** Tenant may assign this Lease or sublet the Premises only with the prior written consent of Landlord. Tenant acknowledges that this Lease is personal to Tenant for the use specified herein, and that Landlord may withhold its consent arbitrarily and for any reason whatsoever, and may further condition any consent on an increase in rent or any other changes in the terms, covenants, or conditions hereof. The consent by Landlord to any transfer, assignment, or subletting shall not be deemed to be a waiver on the part of Landlord of its rights regarding any future transfers, assignments or subletting. If Landlord consents to any assignment or subletting, such consent shall not be effective unless and until Landlord approves in writing the executed assignment or sublease agreement, which agreement shall provide for Landlord's consent to any amendment, and for the assignee or sublessee to assume all of the obligations and liabilities of Tenant under this Lease, without relieving Tenant of its obligations under this Lease.
64. **Transfer of Landlord's Interest.** In the event of any sale of the Premises or transfer of Landlord's interest under this Lease, Landlord shall be and is hereby entirely freed and relieved from all liability under any and all of the terms, covenants, and conditions contained in or derived from this Lease, arising out of any act, occurrence, or omission occurring after the consummation of such sale. The purchaser at such sale or any subsequent sale of the Premises shall be deemed, without further agreement between the parties in any such purchase, to have assumed and agreed to carry out any and all of the terms, covenants, and conditions obligating Landlord under this Lease. Any security given by Tenant to secure performance of its obligations hereunder, including the required Default Deposit, may be assigned and transferred by Landlord to the purchaser. Tenant, at Landlord's request, shall execute promptly any appropriate certificate or instrument, properly acknowledged, which shall certify to Landlord, any purchaser or any other person specified by Landlord, reasonable information required by Landlord, including whether or not this Lease is unmodified and in full force and effect, whether or not Tenant contends that Landlord is in default under this Lease in any respect, whether or not there are then existing set-offs or defenses against the enforcement of any right or remedy of Landlord, or any duty or obligation of Tenant, the amount of deposits held by Landlord, the date to which rent and other charges have been paid, and stating that Tenant has no right or interest in the Premises or the Center, other than as a Tenant under this Lease.
65. **Landlord's Assignment as Security.** With reference to any assignment by Landlord of its interest in this Lease or the rents payable under this Lease, conditional in nature or otherwise, which assignment is made to or held by the holder of a Deed of Trust on all or any part of the property or the Center including the Premises, Tenant agrees:

- (a) That the execution by Landlord and the acceptance by the holder of such Deed of Trust shall never be deemed an assumption by such holder of any of the obligations of Landlord, unless such holder shall, by written notice to Tenant, specifically otherwise elect; and
- (b) That, except as stated above, such holder shall be treated as having assumed Landlord's obligations only upon acquiring title to all or any part of the Land or the Center, including the Premises, through foreclosure of such holder's Deed of Trust or acceptance of a deed in lieu of foreclosure subject to this Lease and the taking of possession of such acquired property which includes the Premises.

### **ACCESS TO PREMISES**

66. **Access for Premises.** Landlord shall have the right to enter the Premises at all reasonable hours for the purpose of inspection, making repairs to the Premises or making repairs, alterations, or additions to any adjacent premises, or curing any default of Tenant hereunder that Landlord elects to cure. In the event that Landlord is required to enter the Premises at a time other than during the Tenant's business hours, Landlord shall not be liable to Tenant for any expense, loss, or damage from any such entry. No entry by Landlord permitted under the terms of this Lease shall be deemed a breach by Landlord of Tenant's right to quiet enjoyment of the Premises as set forth in this Lease. Tenant shall permit Landlord during the thirty (30) day period preceding the expiration of this Lease to place usual or ordinary "For Lease" signs in clearly visible locations within the Premises and to enter upon the Premises during normal business hours to exhibit same to prospective tenants.

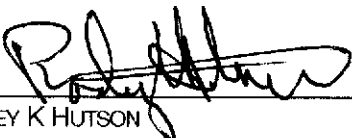

### **INTERPRETATION, NOTICES AND MISCELLANEOUS**

67. **Applicable Law.** The enforcement of the Lease shall be governed under the laws and ordinances of the city of Tomball, Harris County, Texas, and this Lease shall be construed, interpreted, and enforced in accordance with the laws of the State of Texas.
68. **Successors and Assigns.** The terms, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties and their respective heirs and/or successors-in-interest and legal representatives, except as otherwise expressly provided.
69. **Force Majeure.** In the event that Landlord is delayed, hindered or prevented from performing any action required by this Lease, Landlord shall not be liable or responsible if the delay is due to strike, riot, plague, pestilence, act of God, shortage of labor or materials, war, governmental laws, regulations, or other restrictions or any other causes of any kind which are beyond the reasonable control of Landlord, and the period for the performance of such act shall be extended for a period equivalent to the period of delay.
70. **Partial Invalidity.** Any provision of this Lease which shall prove to be illegal, invalid, or unenforceable under present or future laws shall in no way affect, impair or invalidate any other provision, and this Lease shall be interpreted as if it had been entered into without such illegal, invalid, or unenforceable provision.
71. **Waiver.** The waiver by Landlord of any remedy for the breach of any term, covenant, or condition shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Lease. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant, or condition of this Lease, other than failure of the Tenant to provide the particular rent payments so accepted, regardless of Landlord's knowledge of such preceding default at the time of acceptance of such rent.
72. **Merger of Estates.** The voluntary or other surrender of this Lease by Tenant or a mutual cancellation of this agreement shall not cause a merger, but, at Landlord's option, either (1) shall terminate all or any existing sublease or subtenancies, or (2) may operate as an assignment to Landlord of Tenant's interest in any or all subleases or subtenancies.
73. **Construction.** Whenever in this Lease a singular number or word is used, the same shall include the plural, and the neutral gender shall include the feminine and masculine genders. The captions used in this Lease are for

convenience only, do not constitute a part of the Lease, and shall have no effect upon the construction or interpretation of any term, covenant, or condition.

74. **Notices.** All notices or requests required by or provided for in this Lease must be in writing and must be given by hand delivering or depositing the same in the United States mail, addressed to the party to be notified, postage prepaid. Notices by mail shall be deemed received upon receipt. Notices shall be sent to the address designated in this Lease or at other address specified in writing by the parties. In the event that more than one party is acting as either Landlord or Tenant under this lease, the parties shall agree upon a common location for the receipt of notices and any notice sent to said designated location shall bind each party acting as either Landlord or Tenant as if each party acting in said capacity had received such notice.
75. **Entire Agreement.** This Lease, together with any attached exhibits, set forth all agreements between Landlord and Tenant relative to the Premises and Center, if applicable. All prior negotiations and agreements are merged within this Lease, and no subsequent agreement relative to this Lease shall be binding unless reduced to a writing signed by both parties.
76. **Reimbursement for Legal Expenses.** In the event Tenant defaults in the performance of any of the terms, agreements or conditions of this Lease and Landlord places (1) the enforcement of this Lease, (2) the collection of any rent due or to become due and/or (3) recovery of the possession of the Premises in the hands of any attorney, Tenant shall reimburse Landlord on demand for any reasonable legal and administrative fees and expenses incurred by Landlord. If Tenant shall request anything of Landlord which requires preparation or review of documents by Landlord's counsel, and if Landlord agrees to such request, Tenant shall reimburse Landlord on demand any reasonable legal and administrative fees and expenses incurred by Landlord.
77. **Tenant's Certificates.** Recognizing that both Landlord and Tenant may find it necessary to establish to third parties such as accountants, banks, mortgagees, or the like, the then current status of performance under this Lease, either party upon written request to the other, shall promptly furnish a written affidavit on the status of this Lease consisting of statements, if true, (1) that this Lease is in full force and effect, (2) the date through which rentals have been paid, (3) the Commencement Date, (4) the nature of any amendments or modifications to this Lease, (5) that no default, or state of facts which, with the passage of time or notice would constitute a default, exists on the part of either party, (6) the names and addresses of corporate or management officers and personnel, and (7) the dates on which rent payments are due under the terms of this Lease. Tenant specifically agrees upon the Commencement Date or upon receipt of a written request from Landlord after the Commencement Date, to notify Landlord in writing of the Commencement Date and acknowledge satisfaction of the requirements with respect to Landlord's work and other matters by Landlord, save and except any matters which Tenant may wish to set forth specifically in said statement.
78. **Discharge of Mechanic's Lien.** Tenant agrees within fifteen (15) days after receipt of notice of filing to discharge of record by payment, filing of the necessary bond, order of a court of competent jurisdiction, or other means acceptable to Landlord, any mechanic's lien or other lien against the Premises and/or Landlord's or Tenant's interest in the Premises or any portion of the Center when such liens arise out of work performed or claimed to have been performed in or on the Premises. The liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for Tenant in, upon, or about the Premises. In the event that Tenant contests any such mechanic's lien, Tenant shall, at Landlord request, (1) deposit with Landlord an amount equal to the claims made by such lien, together with interest as it may from time to time become due, as security for the payment and discharge prior to execution or (2) deliver to Landlord a bond of a recognized surety authorized to write surety bonds in Texas, assuring the payment and removal of such lien, together with any interest or penalty, and naming Landlord as a co-obligee. Any judgment or other proceeds issued in such a contest shall be paid and discharged before execution. If Tenant fails to keep this covenant, then in addition to all other remedies available to Landlord under this lease, Landlord may, at its option, purchase a surety bond at twice the amount of the lien, securing such lien, and Tenant agrees to pay Landlord, as additional rent, one and one half times the cost thereof, to compensate Landlord for its expenses attorney's fees, and damages.
79. **Short Form Lease.** Tenant agrees not to record this Lease or any other document which sets forth the rental or other charges payable by Tenant under this Lease.

80. **Landlord Not Liable for Interest.** Tenant agrees that Landlord shall not be liable or accountable to Tenant for interest on any sum of money deposited by Tenant under the terms of this Lease.
81. **When Lease Becomes Binding.** This lease shall become effective and binding only upon the execution and delivery by both Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated within this Lease and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions.
82. **Tenant Not a Beneficiary of Other Leases.** In the event that Landlord, in its sole discretion, shall effect other tenancies in the Center, if applicable, Tenant shall not be deemed to be a beneficiary of any agreement between Landlord and such other tenants. Tenant shall have no right whatsoever, either express or implied, under any agreement between Landlord and other tenants or under any of the terms or provisions of such agreements. Tenant shall have no right to enforce any such agreements, terms, or provision on behalf of itself or any other party including Landlord.
83. **Contracts Between Landlord and Third Parties.** In the event that Landlord shall enter into any contract with third parties in any way connected to the Premises or Center (if applicable), Tenant shall not be deemed to be a beneficiary of any such contract. Tenant shall have no right whatsoever, either express or implied, under any such contract or under any of the terms or provisions of such contract; and Tenant shall have no right to enforce such contract, term, or provision on behalf of itself or any other part, including Landlord.

<b>LANDLORD</b>  _____ RODNEY K HUTSON  6/1/23 _____ DATE	<b>LANDLORD ADDRESS FOR NOTICE AND RENT PAYMENT</b> RODNEY K HUTSON 9431 ROSIE LN MAGNOLIA, TEXAS 77354  <b>FOR LEASE OR FINANCIAL INQUIRIES, PLEASE CONTACT</b> TERESA H LATSIS (503) 348-0718 <a href="mailto:T.LATSIS@HUTSONGROUP.COM">T.LATSIS@HUTSONGROUP.COM</a>  <b>FOR ALL OTHER ISSUES, PLEASE CONTACT</b> BRYAN H HUTSON (713) 678-0152 <a href="mailto:B.HUTSON@HUTSONGROUP.COM">B.HUTSON@HUTSONGROUP.COM</a>
<b>TENANT</b>  _____ BRUCE KISSINGER  6-1-23 _____ DATE	<b>TENANT ADDRESS FOR NOTICE</b> 306 MARKET ST TOMBALL, TEXAS 77375  PHONE: (281) 222-9326 (MOBILE) EMAIL: <a href="mailto:BRUCE@FIREANTBREWING.COM">BRUCE@FIREANTBREWING.COM</a>



## AGREEMENT

THE STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS                   §

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Sylvia’s Wood Fire Pizza, LLC** (the “Company”), 306 Market Street, Tomball, TX 77375.

### WITNESSETH:

**WHEREAS**, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to promote local economic development and stimulate business and commercial activity within the City of Tomball (the “City”); and

**WHEREAS**, the Company proposes to lease a 2,280 square foot existing office space located at 306 Market Street, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company proposes to open a Wood Fire Pizza and Sandwich shop at the Property; and

**WHEREAS**, the Company proposes to create Ten (10) full-time jobs in Tomball in conjunction with the new location; and

**WHEREAS**, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand Dollars (\$10,000.00), in accordance with an established Rental Assistance Incentive; and

**WHEREAS**, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

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

1.

Except as provided by paragraph 3, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least three (3) years within the City of Tomball.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the Ten (10) new employees, and obtaining all necessary occupancy permits from the City shall occur within twelve (12) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand Dollars (\$10,000.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus  $\frac{1}{2}\%$  per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus  $\frac{1}{2}\%$  per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds.

6.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

7.

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

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

If to Company: Sylvia's Wood Fire Pizza, LLC  
306 Market Street  
Tomball, TX 77375  
Attn: Bruce Kissinger, Owner

8.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

9.

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

10.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

11.

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 (the “Effective Date”).

**SYLVIA’S WOOD FIRE PIZZA, LLC**

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

Name: Bruce Kissinger

Title: Owner

ATTEST:

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

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

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

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

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

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

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

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_ day of \_\_\_\_ 2024, by Bruce Kissinger, Owner of Sylvia's Wood Fire Pizza, LLC, for and on behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_5th\_\_\_ day of \_March\_\_\_ 2024, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

**Exhibit “A”**  
**Legal Description of Property**

Property Address: 306 Market Street, Tomball, TX 77375

DRAFT



# City Council Meeting

## Agenda Item

### Data Sheet

**Meeting Date:** March 18, 2024

**Topic:**

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

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

**Background:**

**Origination:** David Esquivel, City Manager

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** David Esquivel, City Manager