

NOTICE OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**Monday, March 17, 2025
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, March 17, 2025 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 829 2571 9912. Passcode: 021287 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 Adam McIntosh, St. David's 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

I.

Upcoming Events:

- March 20, 2025 – Let's Talk! – Drug Prevention from 6 to 7 p.m. at Tomball Community Center

- March 22, 2025 – Choo-Choo Chow Down from 11 a.m. to 5 p.m. at Tomball Depot Plaza
- March 28-30, 2025 – Tomball German Heritage Festival from 6 to 10 p.m. (Friday), 10 a.m. to 10 p.m. (Saturday), and 10 a.m. to 6 p.m. (Sunday) at 100-400 blocks of Market St.
- April 2, 2025 – Coffee with a Cop from 8:30 to 10 a.m. at Chick-Fil-A (14314 FM 2920)
- April 4, 2025 – Rotary Club Fish Fry from 5 to 8 p.m. at Juergens Park
- April 10, 2025 – Kaffeeklatsch from 8:30 to 10 a.m. at Tomball Community Center
- April 12, 2025 – Tidy Up Tomball from 8 a.m. to noon at First Baptist Parking lot
- April 12, 2025 – 2nd Saturday at the Depot from 5 to 9 p.m. at Tomball Depot Plaza

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. 2025-09, an Ordinance Repealing Chapter 46, Article IV – Water, Wastewater, and Drainage Capital Recovery Fees, in its Entirety and Adopting Chapter 46, Article IV – Water, Wastewater, and Drainage Impact Fees; 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; and Providing an Effective Date.
2. Adopt on Second Reading Ordinance 2025-12, An ordinance amending the Code of Ordinances of the City of Tomball, Texas, by adopting the International Fire Code, 2021 edition; by amending section 20-28 of article II, Fire Code; providing for penalty in an amount not to exceed \$2,000.00 per day for violation of any provision hereof, with each day constituting a separate offense; providing a repealer; providing for severability; and making other findings related thereto.

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 Minutes of March 3, 2025, Special and Regular City Council meetings.
2. Approve a contract with SAS Concrete Construction, Inc. for the construction of the Baker Drive and Cherry Street Sidewalk Improvements (Project No. 2024-10003), for a not-to-exceed amount of \$163,504.97 (Bid No. 2025-08), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.
3. Approve a professional services agreement with GrantWorks for grant administration services related to the U.S. Department of Housing and Urban Development – Community Project Fund (CPF) grant for an amount not to 4.21% of the total grant received or \$294,700, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are to be paid from grant funds received from the U.S. Department of Housing and Urban Development – Community Project Fund.

H. New Business

1. Consider approval of Resolution 2025-08 approving the FY 2023-2024 Tomball Tax Increment Reinvestment Zone No. 3 Annual Report
2. Conduct a public hearing and consideration to approve Zoning Case Z25-04: Request by Mike Arledge and Baldomero Araiza Alonso, represented by Jon Arledge, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 3.1318 acres of land legally described as being two tracts of land, 1.991 acres, Tract 8E (north tract) and 1.1408 acres, Tract 8F (south tract), situated in the Jesse Pruitt Survey, Abstract 629 from the Single-Family Residential - 6 (SF-6) zoning district to the Commercial (C) zoning district. The properties are located in the 420 block (west side) of South Persimmon Street, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-10, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 3.1318 acres of land legally described as being two tracts of land, 1.991 acres, Tract 8E (north tract) and 1.1408 acres, Tract 8F (south tract), situated in the Jesse Pruitt Survey, Abstract 629 from Single-Family Residential - 6 (SF-6) to the

Commercial (C) zoning district. The properties are located in the 420 block (west side) of South Persimmon Street, within the city of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

3. Conduct a public hearing and consideration to approve Zoning Case Z25-05: Request by Jacquelyn D. Marshall, represented by Andrea Ameen, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.06 acres of land legally described as being a portion of the 15.541 acre tract situated in the Jesse Pruett Survey, Abstract No. 629, containing all of Lots 163, 167, 171, and a portion of lot 159 of Five Acre Tracts, Tomball Townsite from Agricultural (AG) to the General Retail (GR) zoning district. The property is located in the 13000 block (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-11, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 7.06 acres of land legally described as being a portion of the 15.541 acre tract situated in the Jesse Pruett Survey, Abstract No. 629, containing all of Lots 163, 167, 171, and a portion of Lot 159 of Five Acre Tracts, Tomball Townsite from Agricultural (AG) to the General Retail (GR) zoning district. The property is located in the 13000 block (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

4. Discussion and possible direction regarding the 89th Legislative Session and the City's involvement in the legislative process.
5. Consideration and discussion regarding future appointment/reappointment to the Board of Adjustments.
6. Discuss and possible action regarding board appointments to the Tomball Economic Development Corporation.

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 2025 by 3:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Shannon Bennett, TRMC

Assistant City Secretary

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: March 17, 2025

Topic:

Upcoming Events:

- March 20, 2025 – Let’s Talk! – Drug Prevention from 6 to 7 p.m. at Tomball Community Center
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Background:

Origination: Marketing Department

Recommendation:

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

Chrislord Templonuevo, Marketing Director

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: # _____

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

Signed _____
Staff Member Date

Approved by _____
City Manager Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 17, 2025

Topic:

Adopt, on Second Reading, Ordinance No. 2025-09, an Ordinance Repealing Chapter 46, Article IV – Water, Wastewater, and Drainage Capital Recovery Fees, in its Entirety and Adopting Chapter 46, Article IV – Water, Wastewater, and Drainage Impact Fees; 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; and Providing an Effective Date.

Background:

First Reading approved on March 3, 2025. Funding was allocated in the FY 2022-2023 budget to complete required updates to the Water and Wastewater Master Plans. The updates were completed by Freese & Nichols Inc. and included updates on the impact fees for water and wastewater. In November 2023, the updated master plans were adopted by City Council which included the current imposed impact fees.

As part of the update, staff began reviewing the City’s current impact fee ordinance, Chapter 46, Article IV. During this process, staff worked with our consultant and City Attorney to make required updates to our current ordinance to adhere to Chapter 395 of Texas Local Government Code. Following updates the recommendation was to appeal Chapter 46, Article IV in its entirety and adopt a revised ordinance to address current City policy and procedures, as well as regulations set forth in Chapter 395.

Pursuant to Chapter 395 of the Local Government Code, Ordinance No. 2025-09 will be adopted to repeal Chapter 46, Article IV – Water, Wastewater, and Drainage Capital Recovery Fees and adopt Chapter 46, Article IV – Water, Wastewater, and Drainage Impact Fees.

Origination: Project Management

Recommendation:

Adopt Ordinance No. 2025-09 on First Reading, repealing Chapter 46, Article IV – Water, Wastewater, and Drainage Capital Recovery Fees and adopt Chapter 46, Article IV – Water, Wastewater, and Drainage Impact Fees.

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: # _____

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

Signed Meagan Mageo Approved by _____

Staff Member

Date

City Manager

Date

ORDINANCE NO. 2025-09

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, BY REPEALING CHAPTER 46, ARTICLE IV – WATER, WASTEWATER, AND DRAINAGE CAPITAL RECOVERY FEES, IN ITS ENTIRETY AND ADOPTING A NEW CHAPTER 46, ARTICLE IV – WATER, WASTEWATER, AND DRAINAGE IMPACT FEES; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, the City of Tomball has reviewed and evaluated its current impact fee ordinance for water, wastewater, and drainage; and

WHEREAS, the City Council of the City of Tomball, Texas, finds that it is in the best interest to adopt updated regulations as it pertains Chapter 46, Article IV to align with the regulations set forth in Chapter 395 of Texas Local Government Code; now therefore,

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

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

Section 2. The Code of Ordinances of the City of Tomball, Texas, is hereby amended by repealing Chapter 46, Article IV – Water, Wastewater, and Drainage Capital Recovery Fees, previously adopted on March 17, 2003 by Ordinance No. 2003-02, in its entirety. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 3. The Code of Ordinances of the City of Tomball, Texas, is hereby amended by adopting Chapter 46, Article IV – Water, Wastewater, and Drainage Impact Fees, attached hereto and incorporated herein by this reference for all purposes.

Section 4. It is the intent of the City that this Ordinance shall comply in all respects with the applicable provisions of the solid waste contract executed between the City and contractor. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of 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.

Section 5. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 6. This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law and the City’s Home Rule Charter.

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 **xxTH** DAY OF **MONTH** 2025.

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

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE **XXST** DAY OF **MONTH** 2025.

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

Lori Klein Quinn, Mayor
City of Tomball

ATTEST:

Tracylynn Garcia, City Secretary
City of Tomball

Chapter 46 – UTILITIES

ARTICLE IV. WATER, WASTEWATER, AND DRAINAGE IMPACT FEES

DIVISION 1. GENERALLY

Sec. 46-144. Intent.

This article is intended to impose water, wastewater, and drainage facilities impact fees on new development, as established in this article, in order to finance public facilities, the demand for which is generated by new development in the designated service areas. The designated service areas are as identified in the Water and Wastewater Impact Fee Study and Drainage Impact Fee Study

(Code 1993, § 82-132; Ord. No. 2003-02, § 2(82-132), 3-17-2003)

Sec. 46-145. Authorization.

- (a) The City is authorized to enact the ordinance from which this article is derived in accordance with V.T.C.A., Local Government Code Ch. 395, which authorizes home rule cities, among others, to enact or impose impact fees (capital recovery fees) on land within their corporate boundaries or extraterritorial jurisdictions, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development; and by the City Charter.
- (b) The provisions of this article shall not be construed to limit the power of the city to adopt such article pursuant to any other source of local authority, nor to utilize any other methods or powers otherwise available for accomplishing the purposes set forth in this ordinance, either in substitution of or in conjunction with this article. Guidelines may be developed by resolution or otherwise to implement and administer this article.

(Code 1993, § 82-133; Ord. No. 2003-02, § 2(82-133), 3-17-2003)

Sec. 46-146. Definitions.

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

Area-related facility means a capital improvement or facility expansion which is designated in the capital improvements plan and which is not a site-related facility. The term "area-related facility" may include a capital improvement which is located off site, within or on the perimeter of the development site.

Assessment means the determination of the amount of the impact fee in effect on the date or occurrence provided in this section and is the maximum amount that can be charged per service unit of such development. No specific act by the political subdivision is required.

Building permit means written permission issued by the city for the construction, repair, alternation or addition to a structure.

Capital construction cost of service means costs of constructing capital improvements or facility expansions, including and limited to the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees and expert witness fees), and the fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the city.

Capital improvements advisory committee or *advisory committee* means the advisory committee appointed by the City Council, consisting of at least five members who are not employees of the City, not less than 40 percent of which shall be representatives of the real estate, development or building industries, and including one member representing the extraterritorial jurisdiction of the City; or consisting of the planning and zoning commission, including one regular or ad hoc member who is not an employee of the City and which is representative of the real estate, development or building industry, and one representative of the extraterritorial jurisdiction area of the City; which committee is appointed to regularly review and update the capital improvements program in accordance with the requirements of V.T.C.A., Local Government Code § 395.001 et seq., or its successor statute.

Capital improvements program or *capital improvements plan (CIP)* means the plan which identifies water, wastewater, and drainage capital improvements or facility expansions pursuant to which capital recovery fees may be assessed.

Certificate of occupancy means a certificate issued by the building official which certifies that all code-required systems have been inspected and are in compliance with the city codes and that the building may be occupied.

Commercial development means all development that is not residential.

Comprehensive plan (master plan) means the comprehensive long-range plan, adopted by the city council, which is intended to guide the growth and development of the city and which includes analysis, recommendations and proposals for the city regarding such topics as population, economy, housing, transportation, community facilities and land use.

Credit means the amount of the reduction of an impact fee for fees, payments, or charges for the same type of capital improvements for which the fee has been assessed.

Director means the City's Director of Public Works.

Drainage facility means those improvements or facility expansions to provide drainage service, including land or easements, more particularly described in the CIP.

Drainage facility expansion means expansion of the capacity of any existing drainage improvement identified in the CIP, for the purpose of serving new development, not including the repair, maintenance, modernization, or expansion of such existing drainage facility to serve existing development.

Drainage improvements plan means that portion of the CIP, as may be amended from time to time, which identifies the drainage facilities or drainage expansions and their associated costs, which are necessitated by and attributable to new development, and for a period not to exceed

ten years, and which are to be financed in whole or in part through the imposition of drainage facilities impact fees, pursuant to this article.

Facility expansion means the expansion of the capacity of an existing facility which serves the same function as an otherwise necessary new capital improvement in order that the existing facility may serve new development. Facility expansion does not include the repair, maintenance, modernization or expansion of an existing facility to better serve existing development.

Final subdivision plat means the map, drawing or chart on which is provided a subdivider's plan of a subdivision, and which has received final approval by the planning and zoning commission or the city council, and which is recorded with the office of the county clerk.

Growth-related costs means capital construction costs of service related to providing additional service units to new development, either from excess capacity in existing facilities, from facility expansions or from new capital facilities. The term "growth-related costs" does not include:

- (1) Construction, acquisition or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;
- (2) Repair, operation or maintenance of existing or new capital improvements or facility expansions;
- (3) Upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
- (4) Upgrading, updating, expanding or replacing existing capital improvements to provide better service to existing development;
- (5) Administrative and operating costs of the city; and
- (6) Principal payments and interest or other finance charges on bonds or other indebtedness, except for such payments for growth-related facilities contained in the capital improvements program.

Impact Fee means the fee to be imposed upon new development, calculated based upon the costs of facilities in proportion to development creating the need for such facilities. The term "impact fee" does not include dedication of rights-of-way or easements, construction or dedication of site-related water distribution, wastewater collection, or drainage facilities required by other ordinances or this Code; or pro rata fees placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines or drainage facilities.

Land use assumptions means projections of changes in land uses, densities, intensities and population therein over at least a ten-year period, adopted by the city, as may be amended from time to time, upon which the capital improvement plan is based.

Multifamily residence means a structure on a single lot designed to accommodate more than one dwelling unit.

New development means a subdivision of land; or the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or

any use or extension of the use of land; or any of which increases the number of service units; or any new meter or request for size upgrade to existing meters.

Offset means the amount of the reduction of an impact fee designed to fairly reflect the value of area-related facilities, pursuant to rules herein established or administrative guidelines, provided and funded by a developer pursuant to the city's subdivision regulations or requirements.

Residential development means a lot developed for use and occupancy as a single-family or multifamily residence, as authorized by Chapter 48 of the Code of Ordinances.

Service area means an area within the corporate boundaries and within the extraterritorial jurisdiction as defined by V.T.C.A., Local Government Code § 43.001, to be served by the water, wastewater, and drainage capital improvements or facilities expansions specified in the capital improvements program applicable to the service area.

Service unit means a standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements or facility expansions, expressed in service units equivalent.

Service Unit Equivalent means the equivalent to a water or wastewater connection for a single-family residence established by the safe maximum operating capacity for a given meter size.

Single-family residence means a single-family dwelling unit.

Site-related facility means improvement or facility which is for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of water, wastewater, or drainage facilities to serve the new development, and which is not included in the capital improvements plan, and for which the developer or property owner is solely responsible under subdivision and other applicable regulations.

Tap purchase means the filing with the City of a written application for a water or wastewater tap and the acceptance of applicable fees by the City. The term "tap purchase" shall not be applicable to a master water meter or master wastewater connection purchased from the City by a wholesale customer such as a water district, political subdivision of the state, or other wholesale utility customer; nor shall it be applicable to a meter purchased for and exclusively dedicated to fire protection.

Wastewater facility means improvement for providing wastewater service, including, but not limited to, land or easements, treatment facilities, lift stations or interceptor mains. The term "wastewater facility" excludes wastewater lines or mains which are constructed by developers, the costs of which are reimbursed from pro rata charges paid by subsequent users of the facilities, and which are maintained in dedicated trusts. The term "wastewater facilities" also excludes dedication of rights-of-way or easements or construction or dedication of on-site wastewater collection facilities required by valid ordinances of the city and necessitated by and attributable to the new development.

Wastewater facility expansion means expansion of the capacity of any existing wastewater improvement for the purpose of serving new development, not including the repair, maintenance, modernization, or expansion of an existing wastewater facility to serve existing development.

Wastewater improvements plan means that portion of the CIP, as may be amended from time to time, which identifies the wastewater facilities or wastewater expansions and their associated costs which are necessitated by and which are attributable to new development, and for a period not to exceed ten years, and which are to be financed in whole or in part through the imposition of wastewater facilities impact fees, pursuant to this article.

Water facility means an improvement for providing water service, including, but not limited to, land or easements, water supply facilities, treatment facilities, pumping facilities, storage facilities or transmission mains. The term "water facility" excludes water lines or mains which are constructed by developers, the costs of which are reimbursed from pro rata charges paid by subsequent users of the facilities, and which are maintained in dedicated trusts. The term "water facilities" also excludes dedication of rights-of-way or easements or construction or dedication of on-site water distribution facilities required by valid ordinances of the city and necessitated by and attributable to the new development.

Water facility expansion means expansion of the capacity of any existing water improvement for the purpose of serving new development, not including the repair, maintenance, modernization, or expansion of an existing water facility to serve existing development.

Water improvements plan means that portion of the CIP, as may be amended from time to time, which identifies the water facilities or water expansions and their associated costs which are necessitated by and which are attributable to new development, and for a period not to exceed ten years, and which are to be financed in whole or in part through the imposition of water facilities impact fees, pursuant to this article.

Wholesale customers means water or wastewater customers of the city's utilities which purchase utility service at wholesale rates for resale to their retail customers.

(Code 1993, § 82-134; Ord. No. 2003-02, § 2(82-134), 3-17-2003)

Sec. 46-147. Applicability of Impact Fees.

- (a) This article shall be uniformly applicable to new development which occurs within the water, wastewater, and drainage service areas, except for new development which occurs within the service areas of the City's wholesale customers. It shall be the policy of the City to revise contracts with wholesale customers, when the terms of current contracts are completed, to effectively charge wholesale customers impact fees for the new development within the wholesale customers' service area, such fees being equivalent to impact fees charged to retail customers of the City's utilities.
- (b) No new development shall be exempt from the assessment of impact fees. However, the City Council may determine that, for reasons of applicant hardship or for reasons of general community welfare, the applicable fees may be waived.

(Code 1993, § 82-135; Ord. No. 2003-02, § 2(82-135), 3-17-2003)

Sec. 46-148. Assessment and Collection of Impact Fees.

Impact fees imposed by this article shall be assessed and collected in accordance with the provisions of V.T.C.A., Local Government Code Ch. 395.

(Code 1993, § 82-136; Ord. No. 2003-02(82-136), § 2, 3-17-2003)

Sec. 46-149. Establishment of Water, Wastewater, and Drainage Service Areas.

- (a) Water, wastewater, and drainage service areas are hereby established as identified and described in the CIP.
- (b) The service areas shall be established consistent with any facility service area established in the CIP for each utility. Additions to the service area may be designated by the City Council consistent with the procedure set forth in V.T.C.A., Local Government Code Ch. 395.

(Code 1993, § 82-137; Ord. No. 2003-02, § 2(82-137), 3-17-2003)

Sec. 46-150. Land Use Assumptions.

Land use assumptions used in the development of the impact fees are hereby adopted and are more particularly described in the Water and Wastewater Impact Fee Study from which this section is derived and made a part of this article. These assumptions may be revised by the City Council according to the procedure set forth in V.T.C.A., Local Government Code Ch. 395.

(Code 1993, § 82-138; Ord. No. 2003-02, § 2(82-138), 3-17-2003; Ord. No. 2014-12 , § 2, 6-2-2014)

Sec. 46-151. Service Units.

- (a) Service units are established in accordance with generally accepted engineering and planning standards.
- (b) Service units for water and wastewater impact fees shall be calculated as follows:
 - a. For platted lots and for lots on which new development will occur without platting, and for which no water or wastewater meter has been purchased, service units are established as follows:
 - i. The developments impact on the water system will be determined by utilizing the safe maximum operating capacity of each meter, as defined by the manufacturer, to calculate the service unit equivalent (SUE) for all meters larger than ¾-inch. The SUE is the ratio of the safe maximum operating capacity for the larger meters to the safe maximum operating capacity of a ¾-inch meter.
 - b. Before issuance of a certificate of occupancy, service units shall be calculated based on service units equivalent as determined by the size of the water meters for the development, or, alternatively, based on the recommendation of the director as a result of an engineering report prepared by a qualified professional engineer licensed

to perform such professional engineering services in the state, which demonstrates the water meter size required for the new development.

- c. If the director determines that the water pressure in the city's transmission main is significantly higher or lower than standard pressure such that the size of the water meter is not indicative of actual service demand, the director may adjust the meter size to more accurately reflect the flow rate and the system pressure conditions.
 - d. If a fire demand meter (tap) is purchased for a property, the meter size utilized to calculate the number of LUEs shall be the dimension of the portion of the fire demand meter that reflects the meter size which would provide only domestic service to the property. Such reduced meter size shall then be utilized to calculate the number of LUEs.
 - i. The meter types used to calculate the number of LUEs shall be either simple or compound meters.
 - ii. To avoid the use of fire flow volumes for domestic usage, the owner of any property for which a fire demand meter is purchased shall be required to execute a restrictive covenant on a form approved by the city attorney, which covenant shall acknowledge the right of the city to assess such fees to subsequent owners of the property. Such covenant shall be executed prior to the purchase of the fire demand meter and shall be filed in the deed records of the county.
 - e. Upon issuance of certificate of occupancy for construction on lots for which no water meter has been purchased, service units shall be established by a professional engineer licensed in the state and shall be approved by the Director of Public Works.
- (c) A service unit for calculation of drainage impact fees shall be per developed acre.
- (d) The City Council may revise the service units designation according to the procedure set forth in V.T.C.A., Local Government Code Ch. 395, or its successor statute.

(Code 1993, § 82-139; Ord. No. 2003-02, § 2(82-139), 3-17-2003)

Sec. 46-152. Impact Fees per Service Unit.

The maximum allowable impact fee per service unit for each service area shall be computed by dividing the cost of required capital improvements identified in the capital improvements plan by the total number of service units attributed to new development during the impact fee eligibility period.

(Code 1993, § 82-140; Ord. No. 2003-02, § 2(82-140), 3-17-2003)

Sec. 46-153. Assessment of Impact Fees.

- (a) Impact fees are hereby assessed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. Assessment of impact fees for new development shall be made as follows:

1. This subsection applies only to impact fees adopted and land platted before June 20, 1987. For land that has been platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before June 20, 1987, or land on which new development occurs or is proposed without platting, the political subdivision may assess the impact fees at any time during the development approval and building process. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.
2. This subsection applies only to impact fees adopted before June 20, 1987, and land platted after that date. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after June 20, 1987, the political subdivision may assess the impact fees before or at the time of recordation. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.
3. This subsection applies only to impact fees adopted after June 20, 1987. For new development which is platted in accordance with Texas Local Government Code Chapter 212, Subchapter A, or the subdivision or platting procedures of a political subdivision before the adoption of an impact fee, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.
4. This subsection applies only to land platted in accordance with Texas Local Government Code Chapter 212, Subchapter A, or the subdivision or platting procedures of a political subdivision after adoption of an impact fee adopted after June 20, 1987. The political subdivision shall assess the impact fees before or at the time of recordation of a subdivision plat or other plat under Texas Local Government Code Chapter 212, Subchapter A, or the subdivision or platting ordinance or procedures of any political subdivision in the official records of the county clerk of the county in which the tract is located. Except as provided by Section 395.019 (Texas Local Government Code), if the political subdivision has water and wastewater capacity available:
 - i. the political subdivision shall collect the fees at the time the political subdivision issues a building permit;
 - ii. for land platted outside the corporate boundaries of a municipality, the municipality shall collect the fees at the time an application for an individual meter connection to the municipality's water or wastewater system is filed; or
 - iii. a political subdivision that lacks authority to issue building permits in the area where the impact fee applies shall collect the fees at the time an

application is filed for an individual meter connection to the political subdivision's water or wastewater system.

5. For land on which new development occurs or is proposed to occur without platting, the political subdivision may assess the impact fees at any time during the development and building process and may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.
6. An "assessment" means a determination of the amount of the impact fee in effect on the date or occurrence provided in this section and is the maximum amount that can be charged per service unit of such development. No specific act by the political subdivision is required.
7. Notwithstanding Subsections (a)-(e) and Section 395.017 of the Texas Local Government Code, the political subdivision may reduce or waive an impact fee for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. If affordable housing as defined by 42 U.S.C. Section 12745, as amended, is not constructed, the political subdivision may reverse its decision to waive or reduce the impact fee, and the political subdivision may assess an impact fee at any time during the development approval or building process or after the building process if an impact fee was not already assessed.

(Code 1993, § 82-141; Ord. No. 2003-02, § 2(82-141), 3-17-2003)

Sec. 46-154. Calculation of Impact Fees.

- (a) Following the request for new development as provided in section 46-153, or upon application for a building permit, the Ccity shall compute impact fees due for the new development in the following manner:
 - (1) Determine the meter size required to adequately service the development and reference the approved impact fee as adopted in the Water and Wastewater Impact Fee Study; and
 - (2) For drainage impact fees, determine the amount of acreage of each land use from the subdivision plat or appropriate document.
 - (3) The amount of each impact fee due for a new development, whether calculated at the time of final plat approval or at the time of building permit issuance, shall not exceed an amount as identified by V.T.C.A., Local Government Code Ch. 395, or its successor statute.
 - (4) Fee credits shall be subtracted as determined by the process prescribed in section 46-159.

(Code 1993, § 82-142; Ord. No. 2003-02, § 2(82-142), 3-17-2003)

Sec. 46-155. Collection of Impact Fees.

- (a) For all development platted after the effective date of the ordinance from which this article is derived, the impact fees due shall be collected at the time of application for a building permit, or at the time of application for a utility connection, whichever occurs first. If the building permit for which an impact fee has been paid has expired, and a new application is thereafter filed, the impact fees due shall be computed using the impact fee then in effect, and previous payments of impact fees shall be credited against the new fees due.
- (b) For water and wastewater fees, if the city has water and wastewater capacity available, the impact fee shall be collected at the time the city issues a building permit or approves an application for a utility connection, whichever occurs first.
- (c) In areas where services are not currently available, fees may be assessed but may not be collected, except as provided by state law. Where state law requires a commitment by the city to commence construction of a capital improvement or facility expansion, and to have the service available within a specified time frame in order to collect the fees, the city manager is empowered to make this commitment on behalf of the city after consultation with the city's engineer.
- (d) A school district is not required to pay impact fees imposed under this article unless the board of trustees of the district consents to the payment of the fees by entering into a contract with the city.
- (e) Notwithstanding the above, the City may enter into an agreement with the owner of a tract of land for which the plat has been recorded providing for the time and method of payment of the impact fees.
- (f) No certificate of occupancy shall be issued until all impact fees have been paid to the city.

(Code 1993, § 82-143; Ord. No. 2003-02, § 2(82-143), 3-17-2003)

Sec. 46-156. Establishment of Accounts.

- (a) Impact fee funds shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee was adopted.
- (b) Interest earned on the account into which the impact fees are deposited shall be considered funds of the account and shall be used solely for the purposes authorized in section 46-157.
- (c) The city shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account are utilized solely for the purposes authorized in section 46-157. Disbursement of funds shall be authorized by the city at such times as are reasonably necessary to carry out the purposes and intent of this article; provided, however, that any fee paid shall be expended within a reasonable period of time, but not to exceed ten years from the date the fee was collected.

- (d) The city shall maintain and keep financial records for impact fees, which shall show the source and disbursement of all fees collected in or expended within the service area. The records of the account into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

(Code 1993, § 82-146; Ord. No. 2003-02, § 2(82-146), 3-17-2003)

Sec. 46-157. Use of Proceeds of Impact Fee Accounts.

- a. The impact fees collected may be spent only for the purposes for which they were imposed and within the service area for which they were adopted, as shown in the CIP and as authorized by this article. The impact fees collected for each service area pursuant to this article may be used to finance or to recoup of any capital improvements or facility expansion identified in the applicable capital improvement plan for the service area, including but not limited to the construction contract price, surveying and engineering fees, land acquisition cost (including land purchases, court wards and costs, attorney's fees, and expert witness fees). Impact fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance such capital improvements or facility expansions. Impact fees may also be used to pay fees actually contracted to be paid to an independent qualified engineer or financial consultant for preparation of or updating the impact fee study or capital improvement plan.
- b. Impact fees collected pursuant to this article shall not be used to pay for any of the following expenses:
 - a. Construction, acquisition or expansion of capital improvements or assets other than those identified in the applicable capital improvements plan;
 - b. Repair, operation or maintenance of existing or new capital improvements or facility expansion;
 - c. Upgrade, expansion or replacement of existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
 - d. Upgrade, expansion or replacement of existing capital improvements to serve existing development; provided, however, that impact fees may be used to pay the costs of upgrading, expanding or replacing existing capital improvements in order to meet the need for new capital improvements generated by new development; or
 - e. Administrative and operating costs of the city.

(Code 1993, § 82-147; Ord. No. 2003-02(82-147), § 2, 3-17-2003)

Sec. 46-158. Appeals.

Upon written application of the owner of the property upon which impact fees were assessed, the City Council shall consider appeals to the interpretations of or errors in the application of the impact fee regulations or schedules used to calculate the fees or credits. The burden of proof shall be on the property owner to demonstrate that the amount of the impact fee,

or the amount of the offset or credit, was not calculated according to the applicable impact fee as referenced in the master fee schedule, or the guidelines established for determining offsets and credits.

(Code 1993, § 82-148; Ord. No. 2003-02, § 2(82-148), 3-17-2003)

Sec. 46-159. Refunds, Credits and Offsets.

The process for refunds for impact fees will be as follows:

On the request of an owner of property on which an impact fee has been paid, impact fees shall be refunded if existing facilities are available and service is denied, or, if the city failed to commence construction of facilities required for service within two years of payment of the fee, or if construction is not complete within a reasonable time considering the type of capital improvements or facility expansion to be constructed, but not in any event more than five years from date of payment of the fee.

- (a) Any impact fee funds not expended within ten years after payment shall be refunded.
- (b) Refunds shall bear interest calculated from the date of collection to the date of refund at the statutory rate set forth in V.T.C.A. Finance Code § 302.002 or its successor statutes.
- (c) All refunds will be made to the owner of record at the time the refund is paid. If, however, the impact fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.

The process for credits and offsets will be as follows:

- (a) Any construction of, contributions to, or dedications of any facility appearing on the capital improvements plan which is required by the city to be constructed by the owner as a condition of development shall be credited against the impact fees otherwise due from the development. Credit for impact fees due to an owner in one category of impact fees may not be used to offset impact fees in another category.

As an alternative to the foregoing, the city and owner may enter into an agreement providing that, in addition to the credit, owner will be reimbursed for all or a portion of the costs of such facilities from impact.

- (b) Fees received from other new developments that will use such capital improvements of facility expansions.
- (c) The owner shall be entitled to a credit against any category of impact fee provided in any written agreement between the city and the owner.
- (d) No credit for construction of any facility shall exceed the total amount of impact fees due from the development for the same category of improvements.

Petition for refunds for refunds shall be submitted to the Public Works Director. Within one month of the date of receipt of a petition for refund, the director must provide the petitioner, in writing, with a decision on the refund request, including the reasons for the decision. If a refund

is due to the petitioner, the director shall notify the city treasurer and request that a refund payment be made to the petitioner. The petitioner may appeal the determination to the City Council, as set forth in section 46-158.

(Code 1993, § 82-149; Ord. No. 2003-02, § 2(82-149), 3-17-2003)

Sec. 46-160. Updates to Plan and Revision of Impact Fees.

The City shall review the land use assumptions and capital improvements plan for water, wastewater, and drainage facilities in accordance with V.T.C.A., Local Government Code, Ch. 395. The City Council shall accordingly decide of whether changes to the land use assumptions, capital improvements plan or impact fees are needed and shall, in accordance with the procedures set forth in V.T.C.A., Local Government Code Ch. 395, either update the fees or make a determination that no update is necessary.

(Code 1993, § 82-150; Ord. No. 2003-02, § 2(82-150), 3-17-2003)

Sec. 46-161. Functions of Advisory Committee.

- (a) The Capital Improvements Advisory Committee (advisory committee) shall consist of the Planning and Zoning Commission. If the commission does not include at least one representative of the real estate, development or building industry who is not an employee or official of a political subdivision or governmental entity, the City Council shall appoint at least one such representative as an ad hoc member of the advisory committee.
- (b) The advisory committee serves in an advisory capacity and is established to:
 - 1. Advise and assist the city in adopting land use assumptions;
 - 2. Review the capital improvements plan and file written comments;
 - 3. Monitor and evaluate implementation of the capital improvements plan;
 - 4. Advise the city staff and council of the need to update or revise the land use assumptions, capital improvements program and impact fees; and
 - 5. File a semi-annual report evaluating the progress of the capital improvements plans and report to the City Council any perceived inequities in implementing the plan or imposing the impact fees.
- (c) All professional reports concerning the development and implementation of the capital improvements plan shall be made available to the advisory committee.
- (d) The Planning and Zoning Chair shall serve as the chairperson to preside at its meetings.
- (e) The land use assumptions and capital improvements plan shall be updated at least every five years. Alternatively, the city council may, pursuant to the provisions of the V.T.C.A. Local Government Code § 395.0575, make a determination that no such update is necessary.

(Code 1993, § 82-151; Ord. No. 2003-02, § 2(82-151), 3-17-2003)

Sec. 46-162. Agreement for Capital Improvements.

- (a) The City Council may enter into an agreement with the owner of a new development to construct or finance some of the public improvements identified in the CIP. In the case of such approval, the property owner must enter into an agreement with the City prior to fee collection. The agreement shall be on a form approved by the City, and shall establish the estimated cost of improvement, the schedule for initiation and completion of the improvement, a requirement that the improvement shall be completed to city standards, and any other terms and conditions the City deems necessary. The Public Works Director shall review the improvement plan, verify costs, and time schedules, determine if the improvement is contained in the CIP, and determine the amount of the applicable credit for such improvement to be applied to the otherwise applicable impact fee before submitting the proposed agreement to the city council for approval.
- (b) The City and such owner either may agree that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development, or they may agree that the City shall reimburse the owner for such costs from impact fees paid from other new developments which will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the owner at the time the other new development records its plat.

(Code 1993, § 82-152; Ord. No. 2003-02, § 2(82-152), 3-17-2003)

Sec. 46-163. Use of Other Financing Mechanisms.

- (a) The City may finance water, wastewater, and drainage capital improvements or facility expansions designated in the capital improvements plan through the issuance of bonds, through the formation of public improvement districts or other assessment districts, or through any other authorized mechanism, in such manner and subject to such limitations as may be provided by law, in addition to the use of impact fees.
- (b) Except as otherwise provided in this article, the assessment and collection of an impact fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the property.
- (c) The City Council may decide that the City shall pay all or part of impact fees due for a new development taking into account available offsets and credits pursuant to duly adopted criteria.

(Code 1993, § 82-153; Ord. No. 2003-02, § 2(82-153), 3-17-2003)

Sec. 46-164. Impact Fees as Additional and Supplemental Regulation.

- (a) Impact fees established by this article are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development of land, the issuance of building permits, the sale of water or wastewater taps, or the issuance of certificates of occupancy. Such fees are intended to be consistent with and to further the policies of the city's comprehensive plan, capital improvements plan, subdivision regulations and other city policies, ordinances, and resolutions by which the City seeks to

ensure the provision of adequate public facilities in conjunction with the development of land.

- (b) This article shall not affect, in any manner, the permissible use of property, density of development, design and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the zoning and subdivision regulations or other regulations of the City, which shall be operative and remain in full force and effect without limitation with respect to all such development.

(Code 1993, § 82-154; Ord. No. 2003-02, § 2(82-154), 3-17-2003)

Sec. 46-165. Relief Procedures.

- (a) Any person who has paid an impact fee, or an owner of land upon which an impact fee has been paid, may petition the City Council to determine whether any duty required by this article has not been performed within the time so prescribed. The petition shall be in writing and shall state the nature of the unperformed duty and request that the act be performed within 60 days of the request. If the city council determines that the duty is required pursuant to this article and is late in being performed, it shall cause the duty to commence within 60 days of the date of the request and to continue until completion.
- (b) The City Council may grant a variance or waiver from any requirement of this article, upon written request by a developer or owner of property subject to this article, following a public hearing, and only upon finding that a strict application of such requirement would, when regarded as a whole, result in confiscation of the property.
- (c) The City Council may grant a waiver from any requirement of this article on other grounds, as may be set forth in administrative guidelines.
- (d) If the City Council grants a variance or waiver to the amount of the impact fees due for a new development under this section, it shall cause to be appropriated from other city funds the amount of the reduction in the impact fees to the account in which the fees would have been deposited.

(Code 1993, § 82-155; Ord. No. 2003-02, § 2(82-155), 3-17-2003)

Sec. 46-166. Schedule of Maximum Allowable Impact Fees.

- (a) The maximum allowable impact fee is determined during the impact fee study process and may be adopted by ordinance at the maximum allowable amount or amount determined by City Council and shall be established in the master fee schedule, or as hereafter adopted by resolution of the City Council from time to time.
- (b) This section may be amended by the City Council according to the procedure set forth in V.T.C.A., Local Government Code Ch. 395.

(Code 1993, § 82-156; Ord. No. 2003-02, § 2(82-156), 3-17-2003; Ord. No. 2009-12, § 2(82-156), 6-1-2009; Ord. No. 2014-22, § 13, 8-4-2014)

Secs. 46-167—46-185. Reserved.

DIVISION 2. WATER IMPACT FEES

Sec. 46-186. Water service area.

- (a) There is hereby established a water service area, which is specifically described and defined in the CIP .
- (b) The boundaries of the water service area may be amended from time to time, and new water service areas may be delineated, pursuant to the procedures in section 46-149.

(Code 1993, § 82-166; Ord. No. 2003-02, § 2(82-166), 3-17-2003)

Sec. 46-187. Water Capital Improvement Plan.

- (a) The water capital improvement plan for the city, as set forth in the Water and Wastewater Master Plan, is hereby adopted. A copy of such plan shall be maintained on file in the office of the City Secretary.
- (b) The water capital improvement plan may be amended from time to time, pursuant to the procedures set forth in V.T.C.A., Local Government Code Ch. 395.

(Code 1993, § 82-167; Ord. No. 2003-02, § 2(82-167), 3-17-2003)

Sec. 46-188. Water facilities fees.

- (a) The maximum allowable impact fees per service unit for water facilities are hereby adopted and incorporated in section 46-166.
- (b) The impact fees per service unit for water facilities may be amended from time to time, pursuant to the procedures in section 46-152.

(Code 1993, § 82-168; Ord. No. 2003-02, § 2(82-168), 3-17-2003)

Secs. 46-189—46-214. Reserved.

DIVISION 3. WASTEWATER IMPACT FEES

Sec. 46-215. Wastewater service area.

- (a) There is hereby established a wastewater service area, which is specifically described and defined in the CIP.
- (b) The boundaries of the wastewater service area may be amended from time to time, and new wastewater service areas may be delineated, pursuant to the procedures in section 46-149.

(Code 1993, § 82-181; Ord. No. 2003-02, § 2(82-181), 3-17-2003)

Sec. 46-216. Wastewater Capital Improvement Plan.

- (a) The wastewater capital improvement plan for the city, as set forth in the Water and Wastewater Master Plan, is hereby adopted. A copy of such plan shall be maintained on file in the office of the City Secretary.
- (b) The wastewater capital improvement plan may be amended from time to time, pursuant to the procedures set forth in V.T.C.A., Local Government Code Ch. 395.

(Code 1993, § 82-182; Ord. No. 2003-02, § 2(82-182), 3-17-2003)

Sec. 46-217. Wastewater facilities fees.

- (a) The maximum allowable impact fees per service unit for wastewater facilities are hereby adopted and incorporated in section 46-166.
- (b) The impact fees per service unit for wastewater facilities may be amended from time to time, pursuant to the procedures in section 46-152.

(Code 1993, § 82-183; Ord. No. 2003-02, § 2(82-183), 3-17-2003)

Secs. 46-218—46-242. Reserved.

DIVISION 4. DRAINAGE IMPACT FEES

Sec. 46-243. Drainage service area.

- (a) There are hereby established four drainage service areas, which are specifically described and defined in the Drainage Master Plan.
- (b) The boundaries of each drainage service area may be amended from time to time, and new drainage service areas may be delineated, pursuant to the procedures in section 46-149.

(Code 1993, § 82-190; Ord. No. 2003-02, § 2(82-190), 3-17-2003)

Sec. 46-244. Drainage capital improvement plan.

- (a) The drainage capital improvement plan for each service area, as set forth in the Drainage Master Plan, is hereby adopted. A copy of such plan shall be maintained on file in the office of the City Secretary.
- (b) The drainage capital improvement plan may be amended from time to time, pursuant to the procedures set forth in V.T.C.A., Local Government Code Ch. 395.

(Code 1993, § 82-191; Ord. No. 2003-02, § 2(82-191), 3-17-2003)

Sec. 46-245. Drainage Impact Fees.

- (a) The maximum impact fee within each service area is per service unit for drainage facilities and are hereby adopted and incorporated in section 46-166.
- (b) The impact fees per service unit for drainage facilities may be amended from time to time, pursuant to the procedures in section 46-152.

(Code 1993, § 82-192; Ord. No. 2003-02, § 2(82-192), 3-17-2003)

Secs. 46-246—46-268. Reserved.

City Council Meeting Agenda Item Data Sheet

Meeting Date: March 17, 2025

Topic:

Adopt on Second Reading Ordinance 2025-12, An ordinance amending the Code of Ordinances of the City of Tomball, Texas, by adopting the International Fire Code, 2021 edition; by amending section 20-28 of article II, Fire Code; providing for penalty in an amount not to exceed \$2,000.00 per day for violation of any provision hereof, with each day constituting a separate offense; providing a repealer; providing for severability; and making other findings related thereto.

Background:

Approved on First Reading on March 3, 2025, Council requested the removal of trench burning operations for major land clearing from the City amendment to the International Fire Code. This ordinance removes all language regarding trench burning operations from city ordinance.

Origination: Fire Department

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Joe Sykora, Fire Chief

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: # _____

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

Signed: Joe Sykora, Fire Chief 02/25/2025 **Approved by:** _____
 Staff Member Date City Manager Date

ORDINANCE NO. 2025-12

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF TOMBALL, TEXAS, BY ADOPTING THE INTERNATIONAL FIRE CODE, 2021 EDITION; BY AMENDING SECTION 20-28 OF ARTICLE II, FIRE CODE; PROVIDING FOR PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY FOR VIOLATION OF ANY PROVISION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; AND MAKING OTHER FINDINGS RELATED THERETO.

* * * * *

WHEREAS, the 2021 edition of the International Fire Code has been published, and adoption of the 2021 edition is now proposed; and

WHEREAS, the Fire Chief has reviewed and favorably recommends the adoption of the 2021 International Fire Code together with the local amendments appropriate for the City of Tomball, Texas; and

WHEREAS, the City Council of the City of Tomball, Texas finds it to be in the best interest of the health, safety, and welfare of its citizens to adopt the International Fire Code, 2021 edition, and amend said code;

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

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

Section 2. The Code of Ordinances of the City of Tomball, Texas is hereby amended by amending Section **20-28 OF ARTICLE II, FIRE CODE**, by adding thereto the underlined and removing therefrom the strikethrough, as follows:

(a) Section 307.2 of said code is hereby amended to provide as follows:

307.2 Permit required. A permit shall be obtained from the fire code official in accordance with section 105.5 prior to kindling a fire for recognized silvicultural practices, prevention or control of disease or pests. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality guidelines and/or restrictions.
2. State, county or local temporary or permanent bans on open burning.

3. Local written policies as established by the code official.

(b) Section 307.2.2 of said code is hereby added to provide as follows:

307.2.2. Open burning. Open burning is prohibited within the city limits of Tomball unless a permit has been issued by the Fire Marshal for ceremonial fires and the prevention or disposal of diseased livestock. A permit is not required for barbecue pits and approved outdoor fireplaces, which are used for its actual design and intent and used in accordance with this code.

Section 4. All ordinances in conflict or inconsistent with this ordinance are, to the extent of such conflict or inconsistency, repealed.

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

Section 6. This Ordinance shall take effect fourteen (14) days from and after its passage and the publication of the caption hereof, as provided by law and the City’s Home Rule Charter.

FIRST READING:

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

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

SECOND READING:

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

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

FOR THE CITY

LORI KLEIN QUINN

ATTEST:

Tracylynn Garcia, City Secretary

City Council Meeting Agenda Item Data Sheet

Meeting Date: March 17, 2025

Topic:

Approve Minutes of March 3, 2025, Special and Regular City Council meetings.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

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

Shannon Bennett, Assistant City Secretary

FUNDING (IF APPLICABLE)

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

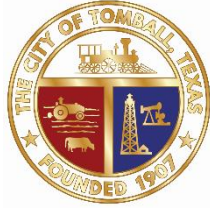
Yes: _____ No: _____ If yes, specify Account Number: # _____

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

Signed _____
Staff Member Date

Approved by _____
City Manager Date

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



**Monday, March 03, 2025
5:00 PM**

- A. Mayor L. Klein Quinn called the meeting of the City of Tomball Council to order at 6:02 P.M.

PRESENT

Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa Covington
Council 5 Randy Parr

OTHERS PRESENT

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Secretary - Tracylynn Garcia
City Attorney – Loren Smith
Director of Community Development - Craig Meyers
Human Resources Director - Kristie Lewis
Fire Chief - Joe Sykora
Police Captain – Brandon Patin
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
IT Director - Tom Wilson
Director of Marketing & Tourism - Chrislord Templonuevo
Project Manager - Meagan Mageo

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

No one signed up to speak.

- C. General Discussion

1. Discuss Arts & Craft Market

City Manager David Esquivel provided an overview of the Arts & Craft Market item, followed by a discussion by the Council.

Michael Pierce, 13067 Arcott Ave., expressed his thoughts on the Arts & Craft Market.

Amanda Kelley, 19710 Rippling Brook Ln., expressed her thoughts on the Arts & Craft Market.

2. Discuss Council Ethics and Rules & Procedures

City Manager Davide Esquivel provided an overview of the Council Ethics and Rules & Procedures, followed by a discussion by the Council.

D. Proposed Future Agenda Items

1. Finance Director Bragg Farmer presented the workshop discussion only- Consider approval of Resolution 2025-08 approving the FY 2023-2024 Tomball Tax Increment Reinvestment Zone No. 3 Annual Report.
2. No Discussion was held by Council - Zoning Case Z25-04: Request by Mike Arledge and Baldomero Araiza Alonso, represented by Jon Arledge, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 3.1318 acres of land legally described as being two tracts of land, 1.991 acres, Tract 8E (north tract) and 1.1408 acres, Tract 8F (south tract), situated in the Jesse Pruitt Survey, Abstract 629 from Single-Family Residential - 6 (SF-6) to the Commercial (C) zoning district. The properties are located in the 420 block (west side) of South Persimmon Street, within the City of Tomball, Harris County, Texas.
3. No Discussion was held by Council - Zoning Case Z25-05: Request by Jacquelyn D. Marshall, represented by Andrea Ameen, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.06 acres of land legally described as being a portion of the 15.541 acre tract situated in the Jesse Pruitt Survey, Abstract No. 629, containing all of Lots 163,167, 171, and a portion of lot 159 of Five Acre Tracts, Tomball Townsite from Agricultural (AG) to the General Retail (GR) zoning district. The property is located in the 13000 block (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas.
4. No Discussion was held by Council - Approve a professional services agreement with GrantWorks for grant administration services related to the U.S. Department

of Housing and Urban Development – Community Project Fund (CPF) grant for an amount not to 4.21% of the total grant received or \$294,700, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are to be paid from grant funds received from the U.S. Department of Housing and Urban Development – Community Project Fund.

5. No Discussion was held by Council – Approve a contract with SAS Concrete Construction, Inc. for the construction of the Baker Drive and Cherry Street Sidewalk Improvements (Project No. 2024-10003), for a not-to-exceed amount of \$163,504.97 (Bid No. 2025-08), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.
6. No Discussion was held by Council - Consider approval of Resolution 2025-08 approving the FY 2023-2024 Tomball Tax Increment Reinvestment Zone No. 3 Annual Report.

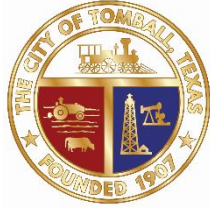
F. Adjournment

PASSED AND APPROVED this 17th day of March 2025.

Shannon Bennett, TRMC
Assistant City Secretary

Lori Klein Quinn
Mayor

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



**Monday, March 03, 2025
6:00 PM**

- A. Mayor L. Klein Quinn called the meeting of the City of Tomball Council to order at 6:02 P.M.

PRESENT

Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa Covington
Council 5 Randy Parr

OTHERS PRESENT

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Secretary - Tracylynn Garcia
City Attorney – Loren Smith
Director of Community Development - Craig Meyers
Human Resources Director - Kristie Lewis
Fire Chief - Joe Sykora
Police Captain – Brandon Patin
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
IT Director - Tom Wilson
Director of Marketing & Tourism - Chrislord Templonuevo
Director of Special Projects - Luisa Taylor
Project Manager - Meagan Mageo

- B. Invocation - Led by Pastor Richard Jennings, River of Praise.
- 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.]*

Council Member Parr informed the Council of the passing of former City employee Eric Huffman and shared the funeral arrangements.

E. Presentations

1. Mayor Klein Quinn presented flowers to City Secretary Tracy Garcia in recognition of her final Council meeting with the city.
2. Proclamation – EMS Week
3. Assistant Court Clerk Margaret Reyna of the Tomball Municipal Court in Tomball TX has completed all the requirements for Level 1 of the Texas Court Clerk Certification Program Awarded on January 21, 2025.

F. Reports and Announcements

1. Announcements

I.

Upcoming Events:

- March 5, 2025 – Coffee with a Cop from 8:30-10 a.m. at Chick-Fil-A (14314 FM 2920)
- March 8, 2025 – 2nd Saturday at the Depot from 5-9 p.m. at Tomball Depot Plaza
- March 13, 2025 – Kaffeeklatsch from 8:30-10 a.m. at Tomball Community Center
- March 20, 2025 – Let’s Talk! – Drug Prevention from 6-7 p.m. at Tomball Community Center
- March 22, 2025 – Choo-Choo Chow Down from 11 a.m. to 5 p.m. at Tomball Depot Plaza
- March 28-30, 2025 – Tomball German Heritage Festival from 6-10 p.m. (Friday), 10 a.m. to 10 p.m. (Saturday), and 10 a.m. to 6 p.m. (Sunday) at 100-400 blocks of Market St.

G. Old Business

1. Adopt, on First Reading, Ordinance No. 2025-07, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual

Service and Assessment Plan (SAP) Update for the Raburn Reserve Public Improvement District Number 10 (PID 10).

Motion made by Council 5 Parr, Seconded by Council 4 Covington to approve Old Business.

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

Motion carried unanimously.

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

1. Approve Minutes of February 17, 2025, Special and Regular City Council meetings.
2. Approve Resolution No. 2025-07, a Resolution of the City of Tomball, Texas, Canceling the Regular City Officer's Election Scheduled to be Held on the 3rd Day of May, 2025, in Accordance with Section 2.053(A) of the Texas Election Code; Directing the Giving of Notice of Such Cancellation of Election; and Providing Details Relating to the Cancellation of Such Election.

Aprobar la Resolución Nro. 2025-07 Cancelando la Elección Regular de Funcionarios Municipales programada para celebrarse el día 3 de mayo de 2025 de acuerdo con la Sección 2.053(a) del Código Electoral de Texas; instruyendo que se de aviso de tal cancelación de elección; y provyendo detalles relativos a la cancelación de tal elección.

Chấp thuận Nghị Quyết số 2025-07, Hủy Bỏ Cuộc Bầu Cử Viên Chức Thành Phố Thường Kỳ Dự Kiến sẽ được tổ chức vào ngày 3 tháng Năm, 2025, Chiếu theo Mục 2.053(a) của Bộ Luật Tuyển Cử Texas; Chỉ thị việc đưa ra Thông Báo về Hủy Bỏ Cuộc Bầu Cử đó; và Cung Cấp Thông Tin Chi Tiết Liên quan đến việc Hủy Bỏ Cuộc Bầu Cử đó.

通過決議案2025-07，取消一般市府官員應於2025年5月3日的選舉計畫，其是根據德克薩斯州選舉法2.053(a)節；茲此通知該選舉取消；以及提供關於取消該選舉的詳情。

3. Approve a purchase with Axon Enterprise, Inc., as a sole source vendor, for the purchase of replacement tasers for the Police Department for a total contract amount of \$225,653.44 for a total of five years beginning May 1, 2025 and expiring April 3, 2029, for an annual not-to-exceed payment amount of \$47,663.36,

authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount was included in the FY 2024-2025 budget to be paid from grant funds received.

4. Approve the expenditure with Tyler Technologies for expenses related to the implementation of the computer aided dispatch (CAD) system for \$58,000, increasing the total not-to-exceed amount to \$421,952 (increasing the total annual vendor spend to \$620,703.26), authorize the expenditure of funds thereof, and authorize the City Manager to execute any and all documents related to the purchase.
5. Approve the expenditure with Waukesha-Pearce Industries Inc. for equipment attachments, repairs, parts and materials through the BuyBoard Cooperative Purchasing (Contract #685-22) for \$7,700 (increasing the total annual vendor spend to \$130,000), authorize the expenditure of funds therefor and authorize the City Manager any and all documents related to the expenditure. This amount is included in the FY 2024-2025 budget.
6. Approve an agreement with Thirkettle Corporation (Aqua-Metric Company) for the meter replacement program, stock materials and parts, and software support, as an exclusive authorized distributor of Sensus water meter products, for a not-to-exceed amount of \$980,000, 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 2024-2025 Budget.
7. Approve a services agreement renewal with Water Utility Services, Inc. for water sampling and laboratory services for a total not-to-exceed amount of \$175,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget.
8. Approve a professional services agreement with Raba Kistner for annual gas monitoring for the closed landfill for a not-to-exceed amount of \$20,695, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2024-2025 Budget.
9. Approve a professional services agreement with Raba Kistner for annual groundwater monitoring for the closed landfill for a not-to-exceed amount of \$40,895, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2024-2025 Budget.

10. Approve an agreement extension with Tomball Little League for the maintenance and operation of the baseball fields and facilities located at Wayne Stovall Sports Complex.
11. Adopt, on First Reading, Ordinance No. 2025-09, an Ordinance Repealing Chapter 46, Article IV – Water, Wastewater, and Drainage Capital Recovery Fees, in its Entirety and Adopting Chapter 46, Article IV – Water, Wastewater, and Drainage Impact Fees; 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; and Providing an Effective Date.

Motion made by Council 1 Ford, Seconded by Council 3 Dunagin to approve New Business Consent Agenda. Items 1-3, 5-9 & 11.

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

Motion carried unanimously.

4. Approve the expenditure with Tyler Technologies for expenses related to the implementation of the computer aided dispatch (CAD) system for \$58,000, increasing the total not-to-exceed amount to \$421,952 (increasing the total annual vendor spend to \$620,703.26), authorize the expenditure of funds thereof, and authorize the City Manager to execute any and all documents related to the purchase.

Motion made by Council 3 Dunagin, Seconded by Council 1 Ford to approve New Business Consent Agenda Item 4.

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

Motion carried unanimously.

10. Approve an agreement extension with Tomball Little League for the maintenance and operation of the baseball fields and facilities located at Wayne Stovall Sports Complex

Motion made by Council 1 Ford, Seconded by Council 3 Dunagin to approve New Business Consent Agenda Item 10.

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

Motion carried unanimously.

I. New Business

1. Adopt on First Reading Ordinance 2025-12, An ordinance amending the Code of Ordinances of the City of Tomball, Texas, by adopting the International Fire Code, 2021 edition; by amending section 20-28 of article II, Fire Code; providing for penalty in an amount not to exceed \$2,000.00 per day for violation of any provision hereof, with each day constituting a separate offense; providing a repealer; providing for severability; and making other findings related thereto.

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr to approve New Business.

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

Motion carried unanimously.

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

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

Sec. 551.072 – Deliberations regarding Real Property

Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee- City Manager

- Executive Session Started: 6:36 P.M.
- Executive Session Ended: 8:45 P.M.

3. Presentation, discussion and possible action to ratify the contract to purchase the property located at 827 Village Square Drive.

Motion made by Council 4 Covington, Seconded by Council 1 Ford to ratify the contract to purchase the property located at 827 Village Square Drive.

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

Motion carried unanimously.

J. Adjournment

PASSED AND APPROVED this 17th day of March 2025.

Shannon Bennett, TRMC
Assistant City Secretary

Lori Klein Quinn
Mayor

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 17, 2025

Topic:

Approve a contract with SAS Concrete Construction, Inc. for the construction of the Baker Drive and Cherry Street Sidewalk Improvements (Project No. 2024-10003), for a not-to-exceed amount of \$163,504.97 (Bid No. 2025-08), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.

Background:

Through the annual budget process, the City has included funding for the sidewalk extension and/or expansion project. In January 2024, City Council awarded an engineering contract with Oller Engineering, Inc. to complete the design and construction documents for the FY 2024 sidewalk project to include:

- Sidewalks along Baker Drive from FM 2920 to connect to the existing sidewalks at Hicks Street
- Sidewalks along S. Cherry Street extending from Market Street to the Tomball Independent School District Administration Building

To obtain the most favorable pricing and in accordance with the City’s Procurement Policy, sealed bids were solicited for the completion of the construction, with information available online through CivCast or in person at the Oller Engineering office. A total of eight (8) bids were received, and after a thorough review it was determined that SAS Concrete Construction, Inc. was the lowest responsive bidder for a total of \$163,504.97. Below is a breakdown of the current funding allocated for the project.

Baker Drive & Cherry Street Sidewalks		
Budget Breakdown		
Element	Total Budget	Awarded Contract
Engineering	\$69,740	\$69,740.00
Construction	\$255,120	\$163,504.97
Project Budget:	Total Contracts:	Remaining Funding:
\$324,860.00	\$233,244.97	\$91,615.03

Origination: Project Management

Recommendation:

Staff recommends awarding a contract to SAS Concrete Construction, Inc. for the construction of the Baker Drive and Cherry Street Sidewalk Improvements for an amount not-to-exceed \$163,504.97.

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

FUNDING (IF APPLICABLE)

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

Yes: No:

If yes, specify Account Number: #400-154-6409

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

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

Document 00520

AGREEMENT

Project: Baker Drive and Cherry Street Sidewalk Improvement

Project Location: Baker Drive, Inwood Street and Cherry Street

Project Bid No: 2025-08

E&P Project No: 2024-10003

The City: The City of Tomball, County of Harris, Texas (the "City")
and

Contractor: SAS Concrete Construction, LLC

(Address for Written Notice) 3738 Colgate Street, Houston, TX 77087

Phone Number: 713-876-2203

City Engineer is: Troy Toland

(Address for Written Notice) 501 James Street, Tomball, TX 77375

Phone Number: 281-290-1406

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within 120 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties

00520-1
06-16-2011

agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 – Supplementary Conditions, for each day beyond Contract Time.

**ARTICLE 3
CONTRACT PRICE**

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$163,504.97, which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1: Not Applicable

**ARTICLE 4
PAYMENTS**

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [] 10th, [] 20th, or [X] last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage).

For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)

b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of

00520-2
06-16-2011

Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in the General Conditions.

**ARTICLE 5
CONTRACTOR REPRESENTATIONS**

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

00520-3
06-16-2011

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

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

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

6.5 When conducting activities for the City of Tomball, contractor will adhere to the City's Storm Water Management Plan and permit issued by the Texas Commission on Environmental Quality.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions

7.1.2 Document 00800 - Supplementary Conditions

7.1.3 General Requirements.

7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.

7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.

7.1.6 Addenda which apply to the Contract, are as follows:

N/A

00520-4
06-16-2011

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form – Part B
[X] 00500	Form of Business
[X] 00501	Resolution of Corporation (if a corporation)
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[X] 00612	One-year Maintenance Bond
[X] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)
[X] 00800	Exhibit A, Wage Rates
[] 00821	Wage Rate for Building Construction
[] 00830	Trench Safety Geotechnical Information

ARTICLE 8

SIGNATURES

8.1 This Agreement is executed in two originals and is effective on _____.

00520-5
06-16-2011

CONTRACTOR:

(If Joint Venture)

By: Benito Mata

By: _____

Name: Benito Mata

Name: _____

Title: Operations Manager

Title: _____

Date: 3/6/2025

Date: _____

Tax Identification Number: 47-2469196

Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: Santos Hernandez

Date: 3/6/2025

CITY OF TOMBALL, TEXAS:

By: _____
City Manager

ATTEST/SEAL:

Date: _____

[SEAL]

Attest: _____
City Secretary

Date: _____

END OF DOCUMENT

BID TOTALS **Exhibit A**

BASE BID	Total
Base Bid	\$138,504.97
Cash Allowance Table	\$25,000.00
Total	\$163,504.97

Base Bid					
No.	Description	Unit	Qty	Unit Price	Ext Price
1	Mobilization, setup, and project overhead for all equipment, work on the project, including related items and appurtenances, complete in place.	LS	1	\$5,000.00	\$5,000.00
2	Traffic Control Plan	LS	1	\$10,000.00	\$10,000.00
3	Filter Fabric Inlet Protection, Including Related Items and Appurtenances for Installation and Removal.	EA	6	\$100.00	\$600.00
4	Tree and Plant Protection - Removal and Relocation as Needed, Including Related Items and Appurtenances, Complete in Place.	EA	4	\$200.00	\$800.00
5	Relocations of Signs and Reinstallation Including All Related Items and Appurtenances, Complete in Place.	EA	4	\$100.00	\$400.00
6	Fence removal and Relocation, Including Labor and All Related Items and Appurtenances, Complete in Place.	LF	75	\$27.00	\$2,025.00
7	Clearing and Grubbing	AC	0.19	\$5,263.00	\$999.97
8	Removal and Disposal of Existing Concrete Sidewalk (All Thicknesses), Including Labor and Disposal Fees.	SY	13.3	\$9.00	\$119.70
9	Removal and Disposal of Existing Concrete Curb and Gutter, Including Labor and Disposal Fees.	LF	550	\$5.00	\$2,750.00
10	Removal and Disposal of Existing Concrete Driveway (All Thicknesses), and Asphalt Driveways, Including Labor and Disposal Fees.	SY	271	\$9.00	\$2,439.00

11	Installation of Flatwork - 4-Inches of 3000 PSI 6' Wide Concrete Sidewalk with 6-Inch x 6-Inch Wire Mesh, Including Labor and All Related Items and Appurtenances, Complete in Place, With Passing Compression Tests.	SY	15.3	\$63.00	\$963.90
12	Installation of Flatwork - 4-Inches of 3000 PSI 5' Wide Concrete Sidewalk with 6-Inch x 6-Inch Wire Mesh, Including Labor and All Related Items and Appurtenances, Complete in Place, With Passing Compression Tests.	SY	502	\$63.00	\$31,626.00
13	Installation of Concrete Curb, Including Labor and All Related Items and Appurtenances, Complete in Place, With Passing Compression Tests.	LF	540	\$5.00	\$2,700.00
14	Installation of Concrete Drive Including Sub-Grade/Base Material, Excavation of 6-Inches of Existing Site for Placement of Base Material, Including all Labor, Items and Appurtenances, Complete in Place.	SY	129.5	\$81.00	\$10,489.50
15	Installation of New Concrete Drive at 103 Baker Drive including all 6-Inch Ribbon for Retaining Soil on Steep Slopes within Landscaped Area.	SY	181.5	\$81.00	\$14,701.50
16	Installation of Asphalt Road Repair, Including Labor and All Items and Appurtenances, Demo, and Disposal Fees, Complete in Place.	SY	670	\$45.00	\$30,150.00
17	Installation of Flatwork - 6-Inches Wide by 36-Inches Height with 1/2 the Section Buried, Reinforced Ribbon 3000 PSI Concrete (Stem Wall) as Shown on the Detail in Sheet 14, Including Labor and All Related Items and Appurtenances, Complete in Place, With Passing Compression Tests.	LF	137	\$15.00	\$2,055.00
18	Installation of Flatwork - 4-Inches of 3000 PSI Concrete Slope Paving for 1/2 Channel as Shown on the Detail in Sheet 14, Including Labor and All Related Items and Appurtenances, Complete in Place, With Passing Compression Tests.	SY	37.8	\$63.00	\$2,381.40

19	Saw Cut Curb for Saw Tooth Cut Section Along Cherry St. Including Labor and All Items and Appurtenances, Complete in Place.	LF	136	\$5.00	\$680.00
20	ADA ramps Including 6 Feet of Sloped Surface with a Truncated Dome Surface Paver on the Bottom, Including Related Labor and All Items and Appurtenances, Complete in Place.	EA	8	\$1,500.00	\$12,000.00
21	Installation of Topsoil (4-Inch Depth), Including All Labor, Items and Appurtenances, Complete in Place.	CY	37	\$100.00	\$3,700.00
22	Installation of Landscaping after completion of new drive approach for the property located at 103 Baker Drive.	SY	44	\$20.00	\$880.00
23	Hydro Mulch Seeding, Including Labor and All Related Items and Appurtenances, Complete in Place.	SY	42	\$9.00	\$378.00
24	Sodding (Match Existing), Including Labor and All Related Items and Appurtenances, Complete in Place.	SY	37	\$18.00	\$666.00
Subtotal: \$138,504.97					

Cash Allowance Table					
No.	Description	Unit	Qty	Unit Price	Ext Price
1	Construction Contingencies	LS	1	\$25,000.00	\$25,000.00
Subtotal: \$25,000.00					



February 25, 2025

Mr. Drew Huffman
Public Works Director
City of Tomball
501 James Street
Tomball, Texas 77375

Re: City of Tomball - Baker Dr. and Cherry St. Sidewalk Improvements (CIP No. 2024-10003 and Bid No. 2025-08); Engineers Recommendation

Dear Mr. Huffman,

Based on the bids received on February 20, 2025, for the scope of work identified in the above-mentioned project, including a search on Linked-In and Facebook, it is our recommendation of Oller Engineering, Inc. that the City of Tomball award the project to SAS Concrete Construction, LLC for the base bid price of \$138,504.97

Oller Engineering Inc. has based their recommendation on information as provided in the bidder's bidding documents as well as through additional follow-up research and phone conversations with Benito Mata, the Operations Manager for SAS Concrete Construction, LLC. Oller Engineering Inc. has contacted the contractor and is continuing to conduct reference checks for SAS Concrete Construction LLC specifically regarding projects that require attention to ADA compliance and government/municipality work or work that must be inspected for ADA compliance. SAS Concrete Construction, LLC currently has a 5-year contract with the City of Houston alongside MC² Civil Engineers for sidewalk and concrete panel repairs and come highly recommended.

Should the City have any questions or concerns regarding Oller Engineering Inc.'s recommendation, please do not hesitate to let myself or Mr. Oller know. A copy of the bid tabulation is attached.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Adam Valenzuela'.

Adam Valenzuela
CAD Designer/Design Engineer
Oller Engineering, Inc.

Cc: Mrs. Meagan Mageo, Project Manager - City of Tomball
Mr. Rich Oller, P.E., Principal - Oller Engineering Inc.

Bid Tabulation for (City of Tomball)



2901 Wilcrest Dr., Suite 550
Houston, TX 77042
806.993.6226

Bid Date February 20, 2025, 2:00 PM

PROJECT: City of Tomball - Baker Drive and Cherry Street Sidewalk Improvement Project
OEI PROJECT NO.: 1030.24.01 / Tomball Project No. 2025-08

DATE: 2/25/2025
INITIALS: AV

Item No.	Description	Quantity	Unit	SAS Concrete Construction LLC		JBDEE Construction LLC DBA Filtex Builders		Castillo Aranda LLC		NL Concrete Services LLC		Teamwork Construction Services, Inc.		Steven R Hill Construction Co. Inc.		Able Petroleum Landman Services, LLC		ICGM Group LLC	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Base Bid																			
1	Mobilization, setup, and project overhead for all equipment, work on the project, including related items and appurtenances, complete in place.	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00	\$18,500.00	\$18,500.00	\$14,500.00	\$14,500.00	\$18,000.00	\$18,000.00	\$2,500.00	\$2,500.00	\$35,000.00	\$35,000.00
2	Traffic control plan	1	LS	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00	\$6,800.00	\$6,800.00	\$1,500.00	\$1,500.00	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00	\$17,500.00	\$17,500.00
3	Filter Fabric Inlet Protection, Including Related Items and Appurtenances for Installation and Removal.	6	EA	\$100.00	\$600.00	\$200.00	\$1,200.00	\$50.00	\$300.00	\$125.00	\$750.00	\$195.00	\$1,170.00	\$900.00	\$5,400.00	\$200.00	\$1,200.00	\$1,800.00	\$10,800.00
4	Tree and Plant Protection - Removal and Relocation as Needed, Including Related Items and Appurtenances, Complete in Place.	4	EA	\$200.00	\$800.00	\$300.00	\$1,200.00	\$100.00	\$400.00	\$35.00	\$140.00	\$95.00	\$380.00	\$700.00	\$2,800.00	\$500.00	\$2,000.00	\$3,500.00	\$14,000.00
5	Relocations of Signs and Reinstallation Including All Related Items and Appurtenances, Complete in Place. Compression Tests.	4	EA	\$100.00	\$400.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$175.00	\$700.00	\$125.00	\$500.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$4,500.00	\$18,000.00
6	Fence removal and Relocation, Including Labor and All Related Items and Appurtenances, Complete in Place.	75	LF	\$27.00	\$2,025.00	\$15.00	\$1,125.00	\$40.00	\$3,000.00	\$25.00	\$1,875.00	\$125.00	\$9,375.00	\$20.00	\$1,500.00	\$80.00	\$6,000.00	\$350.00	\$26,250.00
7	Clearing and Grubbing	0.19	EA	\$5,263.00	\$999.97	\$8,000.00	\$1,520.00	\$4,500.00	\$855.00	\$16,540.00	\$3,142.60	\$9,000.00	\$1,710.00	\$10,000.00	\$1,900.00	\$8,000.00	\$1,520.00	\$14,500.00	\$2,755.00
8	Removal and Disposal of Existing Concrete Sidewalk (All Thicknesses), Including Labor and Disposal Fees.	13.3	SY	\$9.00	\$119.70	\$15.00	\$199.50	\$25.00	\$332.50	\$20.00	\$266.00	\$30.00	\$399.00	\$60.00	\$798.00	\$63.00	\$837.90	\$2,500.00	\$33,250.00
9	Removal and Disposal of Existing Concrete Curb and Gutter, Including Labor and Disposal Fees.	550	LF	\$5.00	\$2,750.00	\$6.00	\$3,300.00	\$3.00	\$1,650.00	\$5.00	\$2,750.00	\$6.00	\$3,300.00	\$20.00	\$11,000.00	\$8.00	\$4,400.00	\$130.00	\$71,500.00
10	Removal and Disposal of Existing Concrete Driveway (All Thicknesses), and Asphalt Driveways, Including Labor and Disposal Fees.	271	SY	\$9.00	\$2,439.00	\$20.00	\$5,420.00	\$20.00	\$5,420.00	\$20.00	\$5,420.00	\$31.00	\$8,401.00	\$80.00	\$21,680.00	\$72.00	\$19,512.00	\$50.00	\$13,550.00
11	Installation of Flatwork - 4-Inches of 3000 PSI 6' Wide Concrete Sidewalk with 6-Inch x 6-Inch Wire Mesh, Including Labor and All Related Items and Appurtenances, Complete in Place.	15.3	SY	\$63.00	\$963.90	\$50.00	\$765.00	\$70.00	\$1,071.00	\$65.00	\$994.50	\$109.00	\$1,667.70	\$90.00	\$1,377.00	\$140.00	\$2,142.00	\$275.00	\$4,207.50
12	Installation of Flatwork - 4-Inches of 3000 PSI 5' Wide Concrete Sidewalk with 6-Inch x 6-Inch Wire Mesh, Including Labor and All Related Items and Appurtenances, Complete in Place.	502	SY	\$63.00	\$31,626.00	\$50.00	\$25,100.00	\$70.00	\$35,140.00	\$63.00	\$31,626.00	\$76.00	\$38,152.00	\$90.00	\$45,180.00	\$108.00	\$54,216.00	\$50.00	\$25,100.00
13	Installation of Concrete Curb, Including Labor and All Related Items and Appurtenances, Complete in Place, With Passing Compression Tests.	540	LF	\$5.00	\$2,700.00	\$30.00	\$16,200.00	\$7.00	\$3,780.00	\$6.00	\$3,240.00	\$13.25	\$7,155.00	\$22.00	\$11,880.00	\$28.00	\$15,120.00	\$155.00	\$83,700.00
14	Installation of Concrete Drive Including Sub-Grade/Base Material, Excavation of 6-Inches of Existing Site for Placement of Base Material, Including all Labor, Items and Appurtenances, Complete in Place.	129.5	SY	\$81.00	\$10,489.50	\$60.00	\$7,770.00	\$75.00	\$9,712.50	\$72.00	\$9,324.00	\$104.00	\$13,468.00	\$115.00	\$14,892.50	\$145.00	\$18,777.50	\$88.00	\$11,396.00
15	Installation of New Concrete Drive at 103 Baker Drive including all 6-Inch Ribbon for Retaining Soil on Steep Slopes within Landscaped Area.	181.5	SY	\$81.00	\$14,701.50	\$60.00	\$10,890.00	\$75.00	\$13,612.50	\$65.00	\$11,797.50	\$96.00	\$17,424.00	\$115.00	\$20,872.50	\$180.00	\$32,670.00	\$101.00	\$18,331.50
16	Installation of Asphalt Road Repair, Including Labor and All Items and Appurtenances, Demo, and Disposal Fees, Complete in Place.	670	SY	\$45.00	\$30,150.00	\$50.00	\$33,500.00	\$45.00	\$30,150.00	\$59.00	\$39,530.00	\$29.00	\$19,430.00	\$45.00	\$30,150.00	\$64.00	\$42,880.00	\$78.00	\$52,260.00
17	Installation of Flatwork - 6-Inches Wide by 36-Inches Height with 1/2 the Section Buried, Reinforced Ribbon 3000 PSI Concrete (Stem Wall) as Shown on the Detail in Sheet 14, Including Labor and All Related Items and Appurtenances, Complete in Place, With Passing Compression Tests.	137	LF	\$15.00	\$2,055.00	\$40.00	\$5,480.00	\$25.00	\$3,425.00	\$30.00	\$4,110.00	\$47.50	\$6,507.50	\$90.00	\$12,330.00	\$100.00	\$13,700.00	\$55.00	\$7,535.00
18	Installation of Flatwork - 4-Inches of 3000 PSI Concrete Slope Paving for 1/2 Channel as Shown on the Detail in Sheet 14, Including Labor and All Related Items and Appurtenances, Complete in Place.	37.8	SY	\$63.00	\$2,381.40	\$50.00	\$1,890.00	\$70.00	\$2,646.00	\$135.00	\$5,103.00	\$126.00	\$4,762.80	\$100.00	\$3,780.00	\$108.00	\$4,082.40	\$65.00	\$2,457.00
19	Saw Cut Curb for Saw Tooth Cut Section Along Cherry St. Including Labor and All Items and Appurtenances, Complete in Place.	136	LF	\$5.00	\$680.00	\$25.00	\$3,400.00	\$4.50	\$612.00	\$5.00	\$680.00	\$1.50	\$204.00	\$12.00	\$1,632.00	\$20.00	\$2,720.00	\$100.00	\$13,600.00
20	ADA ramps Including 6 Feet of Sloped Surface with a Truncated Dome Surface Paver on the Bottom, Including Related Labor and All Items and Appurtenances, Complete in Place.	8	EA	\$1,500.00	\$12,000.00	\$1,000.00	\$8,000.00	\$1,500.00	\$12,000.00	\$1,200.00	\$9,600.00	\$3,450.00	\$27,600.00	\$2,500.00	\$20,000.00	\$3,400.00	\$27,200.00	\$1,500.00	\$12,000.00
21	Installation of Topsoil (4-Inch Depth), Including All Labor, Items and Appurtenances, Complete in Place.	37.0	CY	\$100.00	\$3,700.00	\$40.00	\$1,480.00	\$25.00	\$925.00	\$101.26	\$3,746.62	\$52.00	\$1,924.00	\$200.00	\$7,400.00	\$109.00	\$4,033.00	\$55.00	\$2,035.00
22	Installation of Landscaping after completion of new drive approach for the property located at 103 Baker Drive.	44	SY	\$20.00	\$880.00	\$35.00	\$1,540.00	\$15.00	\$660.00	\$25.00	\$1,100.00	\$50.00	\$2,200.00	\$100.00	\$4,400.00	\$20.00	\$880.00	\$100.00	\$4,400.00
23	Hydro Mulch Seeding, Including Labor and All Related Items and Appurtenances, Complete in Place.	42	SY	\$9.00	\$378.00	\$36.00	\$1,512.00	\$10.00	\$420.00	\$4.50	\$189.00	\$11.00	\$462.00	\$55.00	\$2,310.00	\$30.00	\$1,260.00	\$35.00	\$1,470.00
24	Sodding (Match Existing), Including Labor and All Related Items and Appurtenances, Complete in Place.	37	SY	\$18.00	\$666.00	\$30.00	\$1,110.00	\$10.00	\$370.00	\$13.51	\$499.87	\$10.00	\$370.00	\$90.00	\$3,330.00	\$20.00	\$740.00	\$55.00	\$2,035.00
TOTAL BID					\$138,504.97		\$141,601.50		\$146,981.50		\$161,884.09		\$182,562.00		\$250,612.00		\$261,390.80		\$483,132.00
Cash Allowance Table																			
1	Construction Contingencies	1	JOB	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00
Base Bid Total					\$163,504.97		\$166,601.50		\$171,981.50		\$186,884.09		\$207,562.00		\$275,612.00		\$286,390.80		\$508,132.00

APPARENT LOW BIDDERS

City of Tomball Baker Dr. and Cherry Street Sidewalk Improvement Project Bid No. 2025-08

ID: City of Tomball Project No. 2025-08

Bid Summary	
Engineers Estimate	\$147,750
Total Bids	8
AMLT \$	\$3,096.53
AMLT %	1.89%
Average Bid	\$245,833.61

	Bidder	BASE BID
1	SAS Concrete Construction, LLC <i>Submitted: 2/19/2025 6:41:52 PM</i>	\$163,504.97
2	Filtex Builders <i>Submitted: 2/20/2025 11:33:21 AM</i>	\$166,601.50
3	Castillo Aranda LLC <i>Submitted: 2/20/2025 10:44:09 AM</i>	\$171,981.50
4	NL Concrete Services LLC <i>Submitted: 2/20/2025 1:54:46 PM</i>	\$186,884.09
5	Teamwork Construction Services, Inc. <i>Submitted: 2/20/2025 11:41:39 AM</i>	\$207,562.00
6	Steven R. Hill Construction Co., Inc. <i>Submitted: 2/20/2025 12:58:18 PM</i>	\$275,612.00
7	ABLE PETROLEUM LANDMAN SERVICES LLC <i>Submitted: 2/20/2025 1:17:36 PM</i>	\$286,390.80
8	ICGM GROUP <i>Submitted: 2/20/2025 1:05:21 PM</i>	\$508,132.00

Bids opened at: 2/20/2025 2:03:40 PM

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 17, 2025

Topic:

Approve a professional services agreement with GrantWorks for grant administration services related to the U.S. Department of Housing and Urban Development – Community Project Fund (CPF) grant for an amount not to 4.21% of the total grant received or \$294,700, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are to be paid from grant funds received from the U.S. Department of Housing and Urban Development – Community Project Fund.

Background:

In accordance with the terms and conditions of the Community Project Fund grant and 2 CFR 200 regulations, staff advertised a Request for Proposal for grant administration services for grant award assistance and management throughout the grant term. Staff received two (2) sealed proposals from qualified firms. Scoring was completed by a committee to determine the most qualified firm to complete the work and based on the review staff entered into contract negotiations with GrantWorks.

Staff is recommending awarding a professional services agreement with GrantWorks for award assistance and management throughout the grant term for the HUD – CPF grant. The agreement will include full grant administration services including environmental, procurement assistance, and administering and managing the grant funds awarded to the City. The total contract will not exceed 4.21%, or \$294,700, of the total grant awarded and will be paid from grant funds. A breakdown of the grant administration cost is reflected in the table below.

Awarded Project	Grant Amount	Grant Administration Cost
S. Persimmon & Timkin Street Improvements	\$3,000,000	\$126,300
N. Cherry Street Storm Sewer Improvements	\$2,000,000	\$84,200
Carrell & Lovett Storm Sewer Improvements	\$2,000,000	\$84,200
Total Grant Received: \$7,000,000		
Total Grant Administration Cost: \$294,700 (4.21% of total grant received)		

Origination: Project Management

Recommendation:

Staff recommends approving a professional services agreement with GrantWorks for grant administration services related to the U.S. Department of Housing and Urban Development – Community Project Fund grant for an amount not to 4.21% of the total grant received, or \$294,700.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____

If yes, specify Account Number: #400-154-6409

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

Signed: _____ **Approved by:** _____
Staff Member Date City Manager Date

GRANT ADMINISTRATION SERVICES

PART I - AGREEMENT

THIS AGREEMENT, EFFECTIVE ON THE DATE OF SELECTION BY THE COUNCIL, MADE ON THE 17 DAY OF MARCH, 2025 BY AND BETWEEN THE CITY OF TOMBALL, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Local Government Code 252/262 and 2 CFR Part 200.

I. SCOPE OF SERVICES

Consultant agrees to render Client grant administration services for Client's U.S. Department of Housing and Urban Development Community Project Funding ("CPF") funds **Contract Numbers B-24-CP-TX-2139, B-24-CP-TX-2140, and B-24-CP-TX-2141**, administered by the U.S. Department of Housing and Urban Development ("HUD") for community infrastructure improvements, as provided in the provisions titled, "Part III, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than the date of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by HUD, whichever is later.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a fixed fee of Two Hundred Ninety-Four Thousand Seven Hundred and no/100 Dollars, (\$294,700.00) in accordance with the following schedule. All payments are conditioned upon submission of invoices by Consultant. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific HUD or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

Administrative Services Milestones	Fee	Percent
Application Approval for U.S. Department of Housing & Urban Development	\$ 44,205.00	15%
Environmental Notice to Proceed*	\$ 29,470.00	10%
Environmental Review Record complete - Authority to Use Grant Funds issued	\$ 44,205.00	15%
10% of Grant Funds Requested	\$ 17,682.00	6%
20% of Grant Funds Requested	\$ 17,682.00	6%
Start of Construction	\$ 29,470.00	10%
50% of Grant Funds Requested	\$ 35,364.00	12%
90% of Grant Funds Requested	\$ 41,258.00	14%
Construction Complete	\$ 20,629.00	7%
Closeout Documents Submitted	\$ 14,735.00	5%
ADMINISTRATION SUBTOTAL	\$ 294,700.00	

***By signing this Agreement, Client issues Notice to Proceed for environmental services and all other administrative services.**

IV. ADDITIONAL SERVICES

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Administrative Services; these will be paid for by the Client at an hourly rate of Ninety-five and no/100 Dollars (\$95.00).
1. Reassessment of the environmental review, republication of environmental notices, and other actions necessary to re-secure clearance from HUD required by an amendment, other Contract modification, or a change in HUD policy or practice.
 3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
 4. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
 5. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
 6. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over \$25,000; 5) default of any construction contractor, consulting engineer and/or architect.
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third-party professional including but not limited to Phase I or II environmental assessments or services by an accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

V. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

VI. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

VII. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

VIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.
- B. Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.
- C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Local Program Liaison. For purposes of this Contract, the «Official Title» or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.

- K. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the HUD. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CPF program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.
- M. Force Majeure. A “Force Majeure Event” means any event or cause beyond a party’s reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

This Agreement is subject to the provisions titled "Part II Terms and Conditions", "Part III Scope of Basic Services", which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

City of Tomball
401 Market St,
Tomball, TX 77375

BY: 

Bruce J. Spitzengel
President

BY: _____
Mayor

ATTEST:

BY: _____
City Secretary

**GRANT ADMINISTRATION SERVICES
PART II - TERMS AND CONDITIONS**

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
3. **RECORD RETENTION.** In accordance with 2 CFR 200.333, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.
4. **ACCESS TO RECORDS.** In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
5. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
6. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
7. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200 APPENDIX II (B) If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data,

studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

8. **TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

9. **CONFLICTS OF INTEREST**

A. **Governing Body:** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.

B. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CPF award between HUD and the City shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.

C. **Consultant and Employees.** The Consultant warrants and represents that it has no conflict of interest associated with the CPF award between HUD and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CPF award between HUD and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.

10. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).**

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

11. **GENERAL TERMS REGARDING THIRD-PARTY SERVICES**

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an

endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

12. FEDERAL COMPLIANCE. During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:
- A. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - B. SECTION 504 REHABILITATION ACT OF 1973, as amended. The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
 - C. AGE DISCRIMINATION ACT OF 1975. The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 - D. SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.
 - i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
 - E. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Consultant agrees as follows:
 - i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- iii. The Consultant will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- iv. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

F. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- A. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

13. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.

- A. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Client shall require each contractor to send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Client shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations. The notice shall describe the section 3 preference, shall set forth minimum number and job titles

subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- F. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

14. PATENT RIGHTS AND INVENTIONS. The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (F)).

16. ENERGY EFFICIENCY. The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200

APPENDIX II (H) and 42 U.S.C. 6201).

17. VERIFICATION NO BOYCOTT ISRAEL. As required by Chapter 2270.002, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

18. NO FOREIGN TERRORIST ORGANIZATIONS. Pursuant to Chapter 2252.152, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

**AGREEMENT FOR GRANT ADMINISTRATION SERVICES
PART III - SCOPE OF WORK**

GRANT ADMINISTRATION SERVICES

Grant Administration Services – General

(a) Administrative Duties:

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and HUD to effectuate the services requested.
- ii. May assist in public hearings.
- iii. Will work with HUD's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in Section 3.
- vi. Labor and procurement duties:
 - a. Provide all Labor Standards Officer (LSO) Services.
 - b. Ensure compliance with all relevant labor standards regulations (CPF grant exempt from payroll review)
 - c. Ensure compliance with procurement regulations and policies.
 - d. Maintain document files to support compliance.

vii. Financial duties:

- a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b. Assist subrecipient with the procurement of audit services.
- c. Assist subrecipient in establishing and maintaining a bank account for mitigation funds.
- d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD.
- e. Implementation and coordination of Section 504 requirements.
- f. Program compliance.
- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.

(b) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in HUD's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet HUD program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of HUD's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive,

- review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the HUD's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet HUD program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

- i. Ensure program compliance including all CPF requirements and all parts therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to HUD.
- ix. Submit timely responses to HUD requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Perform any other administrative duty required to deliver the project.
- xiii. Utilize and assist with HUD's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties*:

- i. Submit acquisition reports and related documents.
- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

(c) Environmental Services

- i. Assist detailed scope of services
 - a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
 - b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
 - c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;

- d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
- e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
- g. Complete and submit the environmental review into HUD's system of record;
- h. At least one site visit to project location and completion of a field observation report
- i. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
- j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- k. Process environmental review and clearance in accordance with NEPA;
- l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- m. Prepare and submit Monthly Status Report; and
- n. Participate in regularly scheduled progress meetings.

*Acquisition Activities may not be required in each project. GrantWorks will assist in facilitating additional acquisition services that may be required, including any or all of the following activities: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations between the Client and property owners, requesting signatures, filing records, CAD-based fair market value estimates, coordinating the services of appraisers, surveyors, or other third parties.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

Wednesday, August 28, 2024

David Esquivel
City Manager
City of Tomball
401 Market Street
Tomball, TX 77375
Email: desquivel@tomballtx.gov

Dear Community Project Funding Grantee,

In the Consolidated Appropriations Act, 2024 (Public Law 118-42) (the FY2024 Act), and the Further Consolidated Appropriations Act, 2024 (Public Law 118-47) (the Further FY2024 Act) Congress made \$3,290,054,336 in funding available for Community Project Funding (CPF). These CPF awards are administered by the Department of Housing and Urban Development (HUD). HUD received the information below about your project from Congress. A Grant Number has been added and will be the unique identifier for your project throughout the grant process.

Grant Number: B-24-CP-TX-2139
Project: Lovett Street and Carrell Street Road and Drainage Improvements
Grantee/Recipient: City of Tomball
Amount: \$2,000,000
HUD Grant Officer: Lauren Thomas / Lauren.Thomas@hud.gov
HUD System Officer: Candace.M.Jameson / Candace.M.Jameson@hud.gov
HUD Regional Environmental Officer: David Storms / David.A.Storms@hud.gov

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<https://www.grants.gov/forms/forms-repository/sf-424-family>
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If you, or your staff, have any questions regarding how to complete or submit the requires documents, please feel free to contact your Grant Officer or System Officer. Please note while your Grant Officer may change over time, we have a team approach to managing your project. Please include your grant number and project in all email correspondence. We look forward to working with you on this important project!

Sincerely,

Nadab Bynum

Nadab Bynum
Acting Deputy Assistant Secretary
for Economic Development



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

Wednesday, August 28, 2024

David Esquivel
City Manager
City of Tomball
401 Market Street
Tomball, TX 77375
Email: Desquivel@tomballtx.gov

Dear Community Project Funding Grantee,

In the Consolidated Appropriations Act, 2024 (Public Law 118-42) (the FY2024 Act), and the Further Consolidated Appropriations Act, 2024 (Public Law 118-47) (the Further FY2024 Act) Congress made \$3,290,054,336 in funding available for Community Project Funding (CPF). These CPF awards are administered by the Department of Housing and Urban Development (HUD). HUD received the information below about your project from Congress. A Grant Number has been added and will be the unique identifier for your project throughout the grant process.

- Grant Number:** B-24-CP-TX-2140
- Project:** South Persimmon Street and Timkin Road – Road, Utility, and Drainage Improvements and Extension
- Grantee/Recipient:** City of Tomball
- Amount:** \$3,000,000
- HUD Grant Officer:** Lauren Thomas / Lauren.Thomas@hud.gov
- HUD System Officer:** Candace.M.Jameson / Candace.M.Jameson@hud.gov
- HUD Regional Environmental Officer:** David Storms / David.A.Storms@hud.gov

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

Wednesday, August 28, 2024

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City Manager
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Email: desquivel@tomballtx.gov

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Grant Number: B-24-CP-TX-2141
Project: North Cherry Street Road and Drainage Improvements
Grantee/Recipient: City of Tomball
Amount: \$2,000,000
HUD Grant Officer: Lauren Thomas / Lauren.Thomas@hud.gov
HUD System Officer: Candace.M.Jameson@hud.gov
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Sincerely,

Nadab Bynum

Nadab Bynum
Acting Deputy Assistant Secretary
for Economic Development

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 17, 2025

Topic:

Consider approval of Resolution 2025-08 approving the FY 2023-2024 Tomball Tax Increment Reinvestment Zone No. 3 Annual Report

Background:

On December 6, 2021, the City Council adopted Ordinance No. 2021-39 establishing Tax Increment Reinvestment Zone No. 3 (TIRZ No. 3) for the purpose of dedicating incremental tax revenue from the designated area in support of eligible project costs.

Chapter 311.016 of the Texas Tax Code requires the governing body that created a TIRZ to draft and approve an annual report which is then submitted to the Texas Comptroller and any taxing unit that levies property taxes on real property in the TIRZ. The report must include:

- the amount and source of revenue in the tax increment fund established for the zone;
- the amount and purpose of expenditures from the fund;
- the amount of principal and interest due on outstanding bonded indebtedness;
- the tax increment base and current captured appraised value retained by the zone; and
- the captured appraised value shared by the municipality or county and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality or county.

A summary table is below and a copy of the full Annual Report is attached as an exhibit to the resolution.

Fiscal Year	Tax Year	Base Value	Tax Year Value	Increment	TIRZ Revenue	TIRZ Expenditures
2021-22	2021	\$ 7,843,320	---	---	---	---
2022-23	2022	\$ 7,843,320	\$ 7,843,320	---	---	---
2023-24	2023	\$ 7,843,320	\$ 152,166,850	\$ 144,323,530	\$ 317,414	\$ 317,414

Origination: Finance Office

Recommendation:

This annual report is required by the State of Texas and needs acceptance by the TIRZ Board of Directors which is the City of Tomball City Council.

Party(ies) responsible for placing this item on agenda: Bragg Farmer, Finance Director

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: # _____

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

Signed: Bragg Farmer 3.05.2025 **Approved by:** _____
Staff Member Date City Manager Date

RESOLUTION NO. 2025-08

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS APPROVING THE FISCAL YEAR 2023-2024
ANNUAL REPORT FOR TOMBALL TAX INCREMENT
REINVESTMENT ZONE NUMBER 3; AND PROVIDING AN
EFFECTIVE DATE.**

* * * * *

WHEREAS, the City of Tomball, Texas (the “City”), created Tax Increment Reinvestment Zone Number 3 (TIRZ No. 3) in 2021; and

WHEREAS, Texas Tax Code Sec. 311.016 requires the governing body that created a TIRZ approve an annual report and provide a copy of that annual report to any other taxing unit that levies a tax on real property in the TIRZ; and

WHEREAS, the TIRZ annual report must also be submitted to the Texas Comptroller of Public Accounts; **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS**

Section 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2. That the City Council of the City of Tomball hereby approves the Fiscal Year 2023-2024 Tomball TIRZ No. 3 Annual Report, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3. The City Manager or his designee shall distribute the Fiscal Year 2023-2024 Tomball TIRZ No. 3 to all taxing units that levy a tax on real property in the TIRZ and file a copy of the Annual Report with the Texas Comptroller of Public Accounts.

Section 4. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was

open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 5. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED, AND RESOLVED this 17 day of March.

Lori Klein Quinn
Mayor

ATTEST:

Tracylynn Garcia
City Secretary

**City of Tomball, Texas
Tax Increment Reinvestment Zone No. 3
Annual Report
FY 2023-2024**

Pursuant to Texas Tax Code Sec. 311.016, the City Council of the City of Tomball, Texas makes this annual report for Tax Increment Reinvestment Zone No. 3 (TIRZ No. 3) for the time period of October 1, 2023 to September 30, 2024.

1. The amount and source of revenue in the tax increment fund established for the zone.

Tomball TIRZ No. 3 collected \$317,414.28 in FY 2023-2024

2. The amount and purpose of expenditures from the fund.

Tomball TIRZ No. 3 made total expenditures of \$317,414.28 which includes administrative expenditures of \$15,870.71 and remittance to Tomball BID of \$301,543.57.

3. The amount of principal and interest due on outstanding bonded indebtedness.

Tomball TIRZ No. 3 has issued no bonds and has no indebtedness.

4. The tax increment base and current captured appraised value retained by the zone.

The tax increment base retained by the Zone as of September 30, 2024, was \$7,843,320. The current appraise value retained by the Zone as of September 30, 2024, was \$152,166,850.

5. The captured appraised value shared by the municipality or county and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality or county.

As of September 30, 2024, the captured appraised value shared by the municipality and other tax units as \$152,166,850. The total amount of all tax increments received is \$317,414.28.

No other tax entities participate in this TIRZ.

**Tomball Tax Increment Reinvestment Zone No. 3
Financial Summary**

Fiscal Year	Tax Year	Base Value	Tax Year Value	Increment	Tax Rate	TIRZ Contribution %	TIRZ Revenue Collected	TIRZ Fund Interest	TIRZ Expenditures	TIRZ Fund Balance
2021-2022	2021	\$7,843,320	---	---	---		---		---	---
2022-2023	2022	\$7,843,320	\$7,843,320	\$0	\$0.28725	75%	\$0	\$0	\$0	\$0
2023-2024	2023	\$7,843,320	\$152,166,850	\$144,323,530	\$0.29332	75%	\$317,414.28	\$0	\$317,414.28	\$0

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 17, 2025

Topic:

Conduct a public hearing and consideration to approve Zoning Case Z25-04: Request by Mike Arledge and Baldomero Araiza Alonso, represented by Jon Arledge, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 3.1318 acres of land legally described as being two tracts of land, 1.991 acres, Tract 8E (north tract) and 1.1408 acres, Tract 8F (south tract), situated in the Jesse Pruitt Survey, Abstract 629 from the Single-Family Residential - 6 (SF-6) zoning district to the Commercial (C) zoning district. The properties are located in the 420 block (west side) of South Persimmon Street, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-10, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 3.1318 acres of land legally described as being two tracts of land, 1.991 acres, Tract 8E (north tract) and 1.1408 acres, Tract 8F (south tract), situated in the Jesse Pruitt Survey, Abstract 629 from Single-Family Residential - 6 (SF-6) to the Commercial (C) zoning district. The properties are located in the 420 block (west side) of South Persimmon Street, within the city of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

On March 10th, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. Individuals from the public expressed their opposition to the rezoning request citing its incompatibility with the area and local drainage concerns.

Origination: Mike Arledge and Baldomero Araiza Alonso, represented by Jon Arledge

Recommendation:

The requested rezoning is not consistent with the Comprehensive Plan and Future Land Use Map. Planning & Zoning Commission recommended denial.

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: # _____

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

Signed: _____ **Approved by:** _____
Staff Member Date City Manager Date

ORDINANCE NO. 2025-10

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 3.1318 ACRES OF LAND LEGALLY DESCRIBED AS BEING TWO TRACTS OF LAND, 1.991 ACRES, TRACT 8E (NORTH TRACT) AND 1.1408 ACRES, TRACT 8F (SOUTH TRACT), SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT 629 FROM SINGLE-FAMILY RESIDENTIAL - 6 (SF-6) TO THE COMMERCIAL (C) ZONING DISTRICT. THE PROPERTIES ARE LOCATED IN THE 420 BLOCK (WEST SIDE) OF SOUTH PERSIMMON STREET, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Mike Arledge and Baldomero Araiza Alonso, represented by Jon Arledge, have requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 3.1318 acres of land legally described as being two tracts of land, 1.991 acres, Tract 8E (north tract) and 1.1408 acres, Tract 8F (south tract), situated in the Jesse Pruitt Survey, Abstract 629, within the City of Tomball, Harris County, Texas (the “Property”), from Single-Family Residential - 6 (SF-6) to the Commercial (C) zoning district; and

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

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

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

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

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

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

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

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

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

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

FIRST READING:

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

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

SECOND READING:

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

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

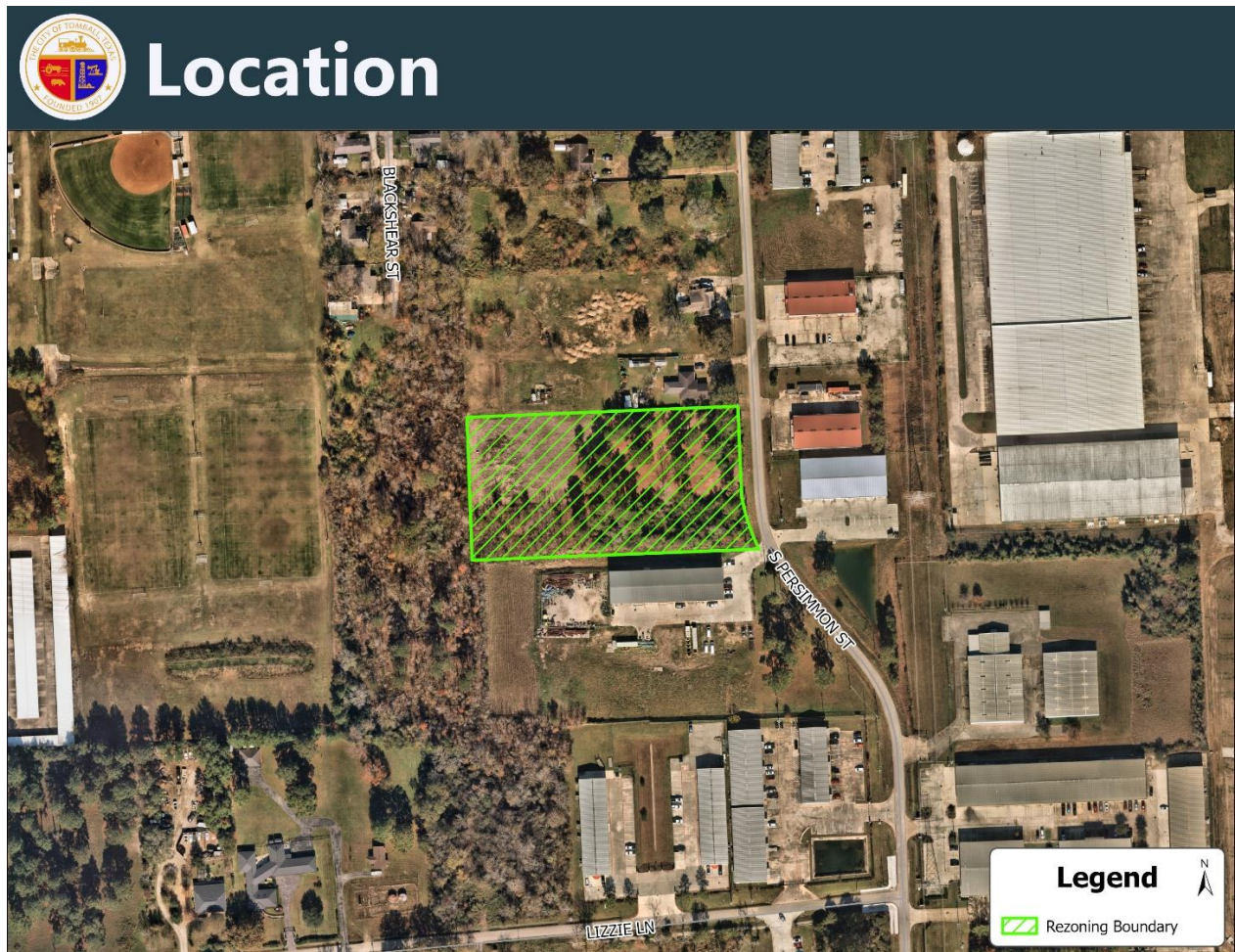
LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary

Exhibit "A"

Location: Within the 420 block (west side) of South Persimmon Street, City of Tomball, Harris County, Texas.



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
MARCH 10, 2025
&
CITY COUNCIL
MARCH 17, 2025**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, March 10, 2025, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, March 17, 2025, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z25-04: Request by Mike Arledge and Baldomero Araiza Alonso, represented by Jon Arledge, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 3.1318 acres of land legally described as being two tracts of land, 1.991 acres, Tract 8E (north tract) and 1.1408 acres, Tract 8F (south tract), situated in the Jesse Pruitt Survey, Abstract 629 from Single-Family Residential - 6 (SF-6) to the Commercial (C) zoning district. The properties are located in the 420 block (west side) of South Persimmon Street, within the City of Tomball, Harris County, Texas.

Zoning Case Z25-05: Request by Jacquelyn D. Marshall, represented by Andrea Ameen, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.06 acres of land legally described as being a portion of the 15.541 acre tract situated in the Jesse Pruett Survey, Abstract No. 629, containing all of Lots 163,167, 171, and a portion of lot 159 of Five Acre Tracts, Tomball Townsite from Agricultural (AG) to the General Retail (GR) zoning district. The property is located in the 13000 block (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas.

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

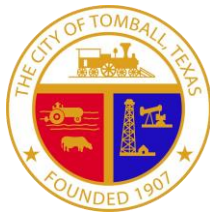
CERTIFICATION

I hereby certify that the above notice of the meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 7th day of March 2025 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley

Benjamin Lashley
Assistant City Planner

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



**City of Tomball
Community Development Department**

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z25-04

2/20/2025

The Planning & Zoning Commission will hold a public hearing on **March 10, 2025 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Mike Arledge and Baldomero Araiza Alonso, represented by Jon Arledge, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 3.1318 acres of land legally described as being two tracts of land, 1.991 acres, Tract 8E (north tract) and 1.1408 acres, Tract 8F (south tract), situated in the Jesse Pruitt Survey, Abstract 629 from Single-Family Residential - 6 (SF-6) to the Commercial (C) zoning district. The properties are located in the 420 block (west side) of South Persimmon Street, within the City of Tomball, Harris County, Texas.

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

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning**. The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **March 17, 2025 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

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

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

CASE #: Z25-04

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

Name:
Parcel I.D.:
Address:

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

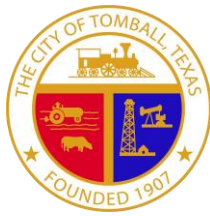
Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: _____

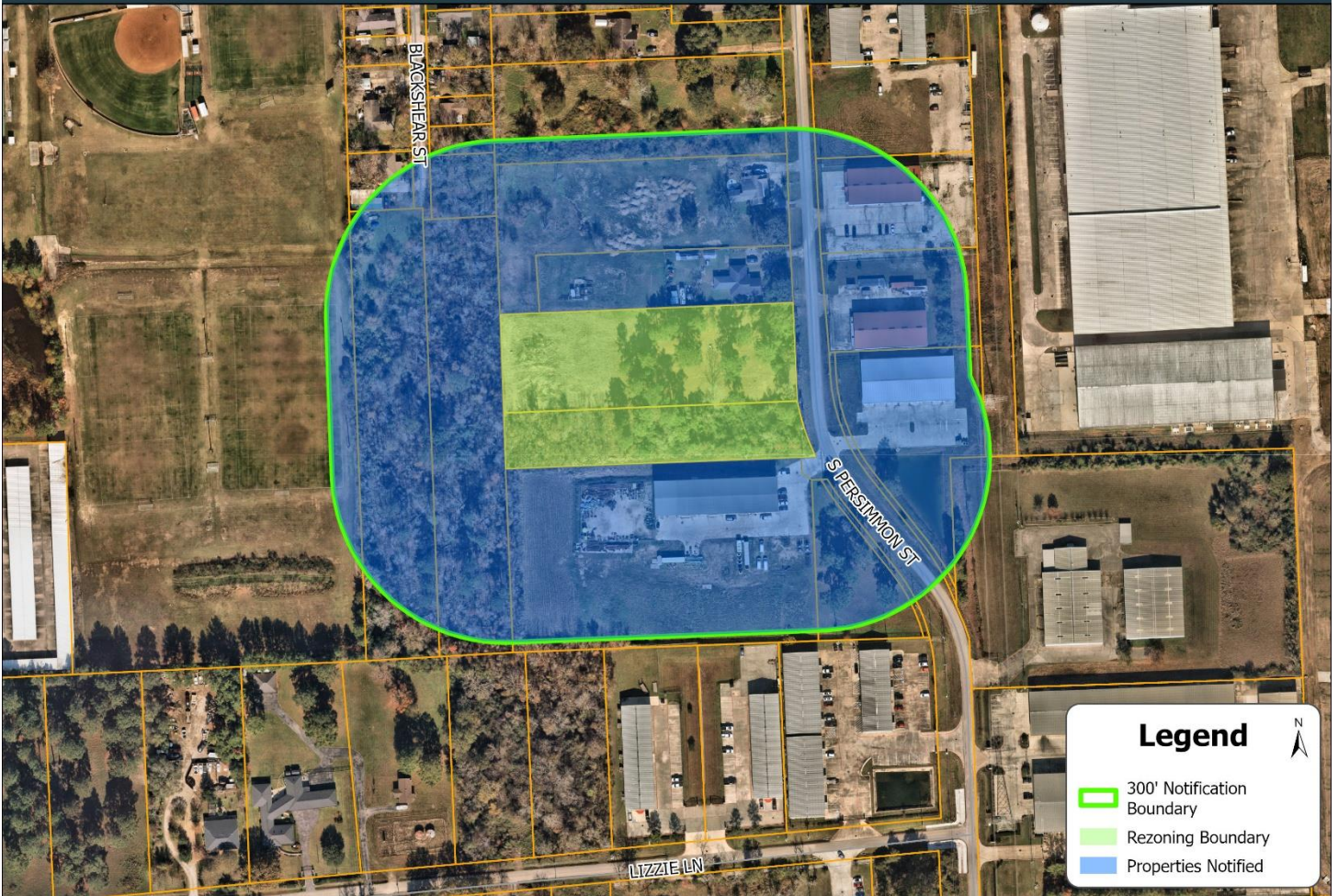


*City of Tomball
Community Development Department*

Z25-04



Notification Boundary



DS

Darrell Smith <darrell@tomballbodyshop.com>

To: Benjamin Lashley

☺ Reply Reply all Forward

Tue 2/11/2025 4:59 PM

🚩 Flagged

Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.

I am in favor of the rezoning case z25-04

--

Regards,

Darrell Smith
Tomball Precision Paint & Body
P: (346) 336-6391 C: (713) 928-0012
email: darrell@tomballbodyshop.com
web: <https://www.tomballbodyshop.com>



From: [Benjamin Lashley](#)
To: [Kimberly Chandler](#)
Subject: Fw: z25-04
Date: Thursday, March 6, 2025 10:29:28 AM
Attachments: [Outlook-5srrierik.png](#)
[Outlook-vxr4tidb.png](#)

Notification response for (HCAD: 0440550000067)

Benjamin Lashley
Assistant City Planner

City of Tomball
(281) 290-1477
blashley@tomballtx.gov



From: Jon Interests <jon@arledgeinterests.com>
Sent: Thursday, March 6, 2025 10:24 AM
To: Benjamin Lashley <blashley@tomballtx.gov>
Subject: Re: z25-04

Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.

Yes I would like to vote in favor. Thanks for reaching out. I guess I didn't say when way I wanted to vote. Have a great day!

Regards,

Jon Arledge 832 922 8839

Sent via the Samsung Galaxy Z Fold5, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Benjamin Lashley <blashley@tomballtx.gov>
Sent: Thursday, March 6, 2025 9:48:18 AM
To: "jon@arledgeinterests.com" <jon@arledgeinterests.com>
Subject: Re: z25-04



**City of Tomball
Community Development Department**

SINGLETON DAVID L SR
424 S PERSIMMON ST
TOMBALL, TX 77375-6804

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z25-04

2/20/2025

The Planning & Zoning Commission will hold a public hearing on **March 10, 2025 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Mike Arledge and Baldomero Araiza Alonso, represented by Jon Arledge, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 3.1318 acres of land legally described as being two tracts of land, 1.991 acres, Tract 8E (north tract) and 1.1408 acres, Tract 8F (south tract), situated in the Jesse Pruitt Survey, Abstract 629 from Single-Family Residential - 6 (SF-6) to the **Commercial (C) zoning district**. The properties are located in the 420 block (west side) of South Persimmon Street, within the City of Tomball, Harris County, Texas.

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

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning**. The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **March 17, 2025 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

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

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

CASE #: Z25-04

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

Name: SINGLETON DAVID L SR
Parcel I.D.: 0440550000273
Address: 424 S PERSIMMON ST

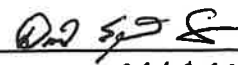
Mailing To: Community Development Department
501 James St., Tomball TX 77375

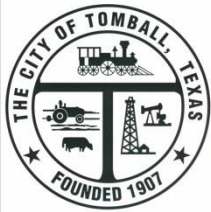
Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: 
DAVID SINGLETON SR



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: March 10, 2025
City Council Public Hearing Date: March 17, 2025

Rezoning Case: Z25-04
Property Owner(s): Mike Arledge and Baldomero al Alonso
Applicant(s): Jon Arledge
Legal Description: Approximately 3.1318 acres of land legally described as being two tracts of land, 1.991 acres, Tract 8E (north tract) and 1.1408 acres, Tract 8F (south tract), situated in the Jesse Pruitt Survey, Abstract 629
Location: 420 block (west side) of South Persimmon Street (Exhibit “A”)
Area: 3.1318 acres
Comp Plan Designation: Neighborhood Residential (Exhibit “B”)
Present Zoning: Single-Family Residential – 6 (SF-6) District (Exhibit “C”)
Request: Rezone from the Single-Family Residential – 6 (SF-6) to the Commercial (C) District

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	Single-Family Residential – 6 (SF-6)	Single-family residences (2)
South	Commercial (C)	Warehouse and storage yard (FourQuest Energy Services)
East	Commercial (C)	Office warehouse/commercial buildings
West	Single-Family Residential – 6 (SF-6)	Vacant land

BACKGROUND

The subject property has been within the City of Tomball’s SF-6 zoning district since the adoption of zoning in February 2008. A rezoning request for the northern portion of the property was heard and denied by the City Council on September 16, 2024. Additionally, the properties on the east side of South Persimmon Street have been within the Commercial (C) district since the adoption of zoning. In April and September of 2008 two rezoning cases were approved to the south of the subject property, both of which were rezoned from SF-6 to the Commercial (C) district and were

developed into office/warehouse buildings. The applicants' request aims to allow for the development of a multibuilding office/warehouse park similar to these two developments.

ANALYSIS

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

According to the Comprehensive Plan, land uses should focus on promoting safe and desirable neighborhoods, with single-family detached residential being the primary use. Appropriate secondary uses include parks, schools, and other public facilities.

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

Staff Analysis: The requested zoning change will promote a new development that is inconsistent with the type of development patterns and character endorsed by the Future Land Use Plan.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on February 20, 2025. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

EXHIBITS

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

Exhibit "A"
Aerial Location Map



Location

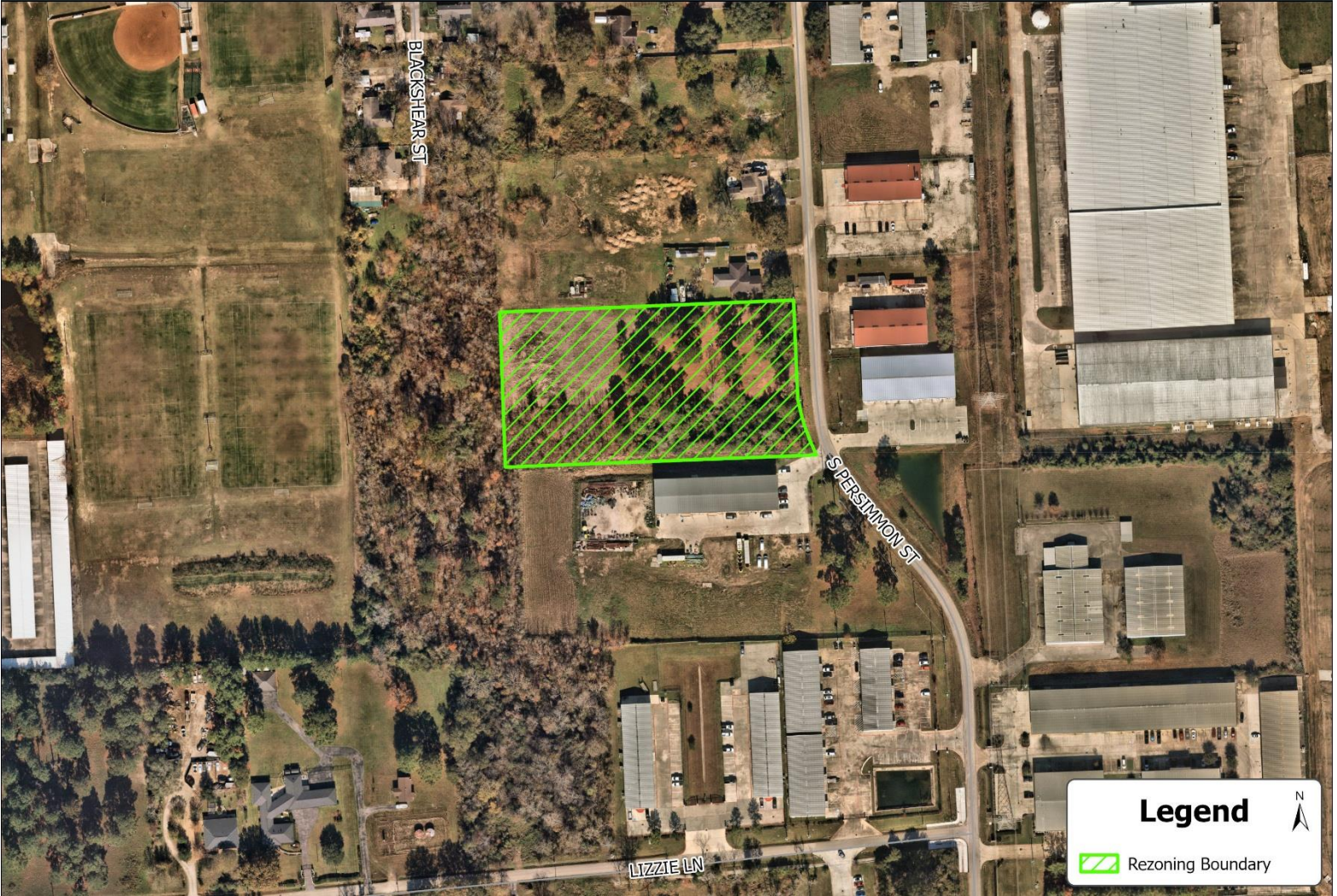


Exhibit "B"
Future Land Use Plan



Future Land Use

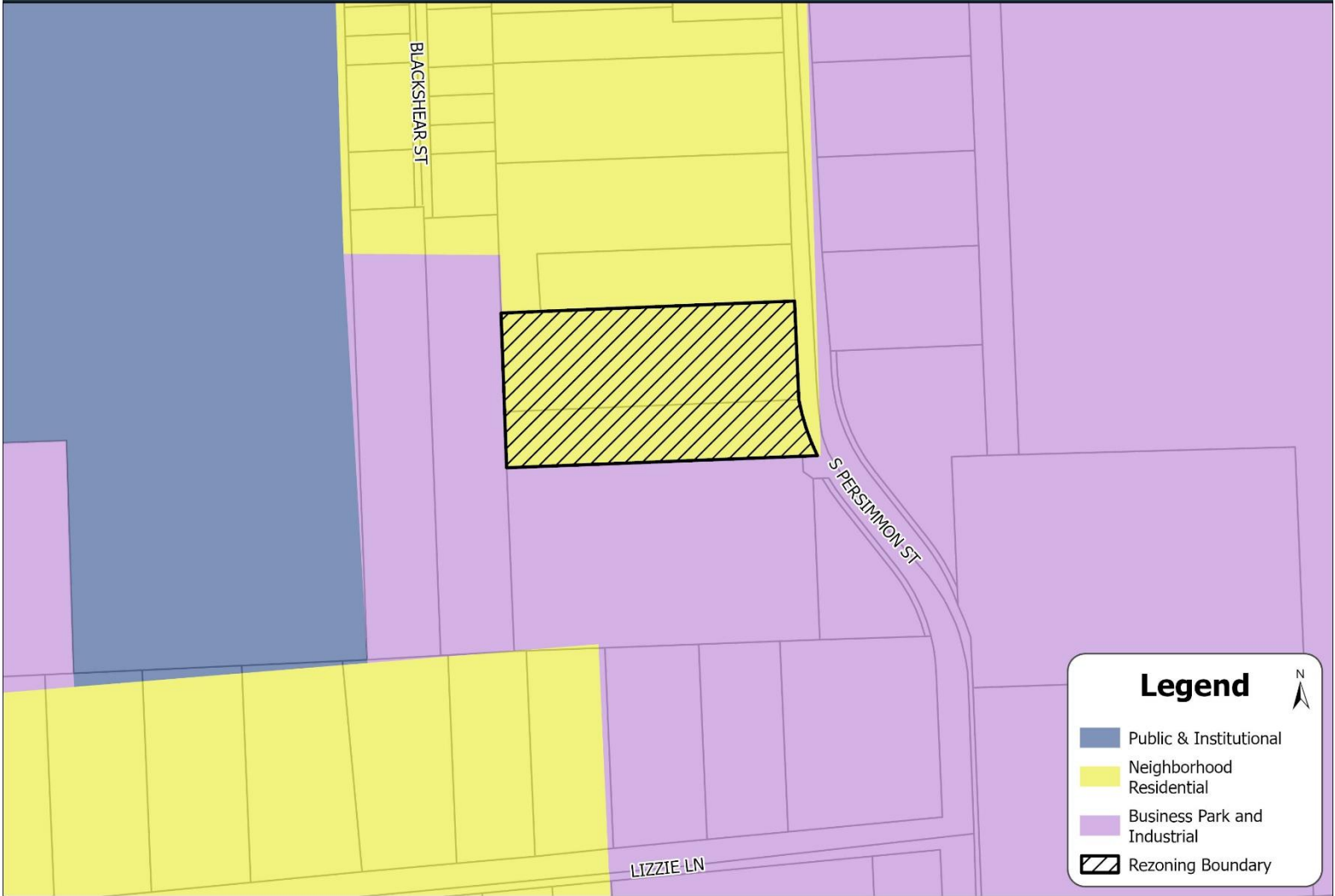


Exhibit "C"
Zoning Map



Zoning

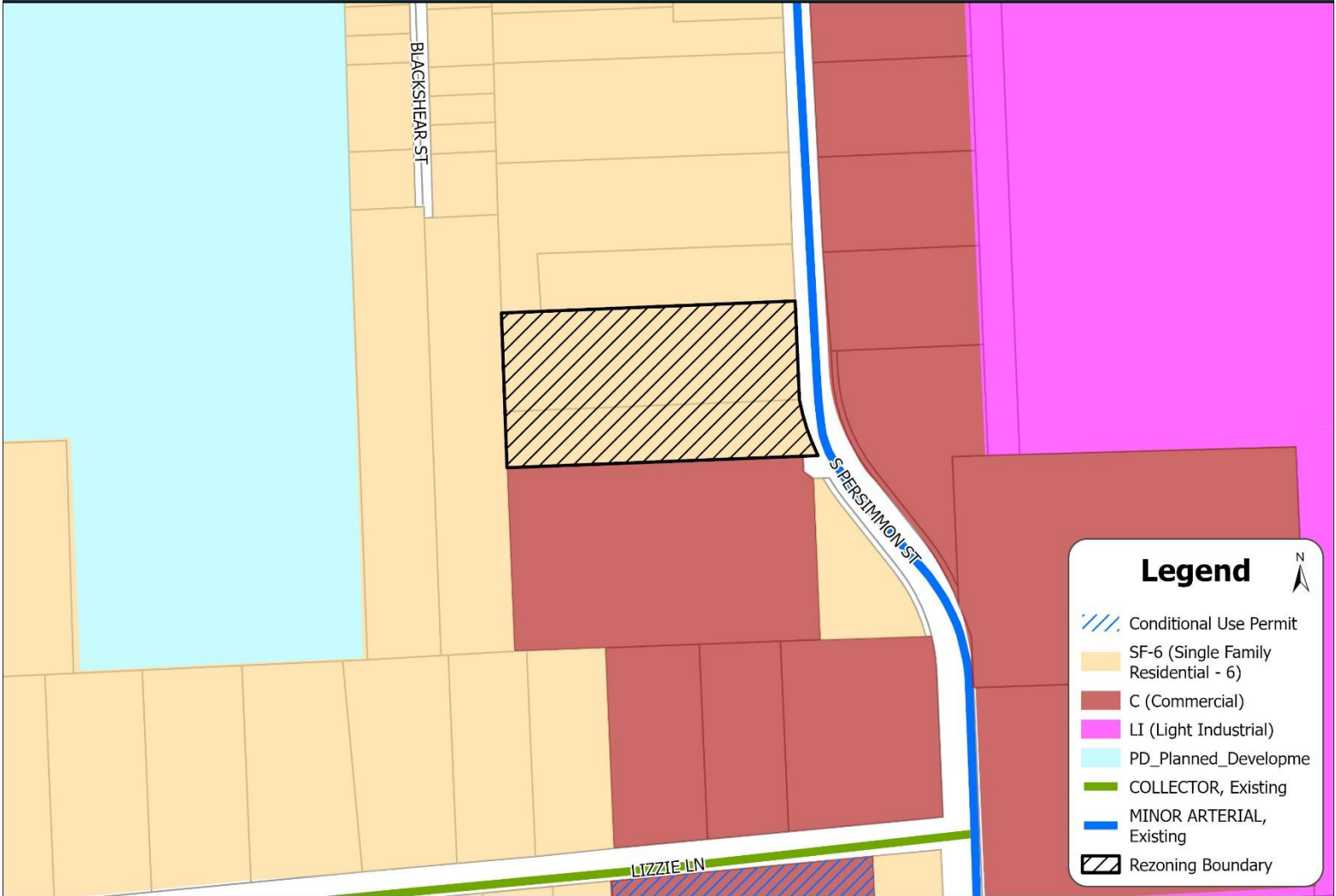


Exhibit "D"
Site Photo(s)

Subject Site



Neighbor (North)



Neighbor (North)



Neighbor (South)



Neighbor (East)



Neighbor (West)



Exhibit "E"
Rezoning Application

Revised: 08/25/2023



APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

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

FEES: Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for requests to rezone to standard zoning districts
- \$1,500.00 fee for request to rezone to Planned Development districts.

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: Jon Arledge Title: owner
 Mailing Address: 11902 gatesden dr City: tomball State: tx
 Zip: 77377 Contact: _____
 Phone: (832) 922 8839 Email: jon@arledgeinterests.com

Owner

Name: mike arledge Title: owner
 Mailing Address: 11902 gatesden dr City: tomball State: tx
 Zip: 77377 Contact: _____
 Phone: (281) 960 2856 Email: mike@arledgeinterests.com

Engineer/Surveyor (if applicable)

Name: _____ Title: _____
 Mailing Address: _____ City: _____ State: _____
 Zip: _____ Contact: _____
 Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: Horizon Concrete Warehouse and office

Physical Location of Property: 426 s persimmon st tomball tx
 [General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR 8E ABST 629 J PRUITT
 [Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (SF-6) : Single Family Residential 6

Current Use of Property: none

Proposed Zoning District: ~~(SF-6) Single Family Residential 6~~ (C) Commercial

Proposed Use of Property: Horizon concrete warehouse and office

HCAD Identification Number: 0440550000067 Acreage: 2

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

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

X Jon Arledge 1/27/25
 Signature of Applicant Date

X Mike Arledge 1/27/25
 Signature of Owner Date



Revised: 08/25/2023

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

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

FEES: Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for requests to rezone to standard zoning districts
- \$1,500.00 fee for request to rezone to Planned Development districts.

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: Jon Arledge Title: buyer
 Mailing Address: 11902 gatesden dr City: tomball State: tx
 Zip: 77377 Contact: _____
 Phone: (832) 922 8839 Email: jon@arledgeinterests.com

Owner

Name: BALDOMERO al ALONSO Title: owner
 Mailing Address: 8714 RUTHERFORD LN City: HOUSTON State: tx
 Zip: 77088-3630 Contact: _____
 Phone: (713) 3032989 Email: alonso121267@hotmail.com

Engineer/Surveyor (if applicable)

Name: _____ Title: _____
 Mailing Address: _____ City: _____ State: _____
 Zip: _____ Contact: _____
 Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: Horizon Concrete Warehouse and office

Physical Location of Property: 0 s persimmon st tomball tx
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR 8F ABST 629 J PRUITT
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (SF-6) : Single Family Residential 6

Current Use of Property: none

Proposed Zoning District: ~~SF-6 Single Family Residential~~ (C) Commercial

Proposed Use of Property: Horizon concrete warehouse and office

HCAD Identification Number: 0440550000068 Acreage: 1.140702479338843

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

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

X Jon Arledge 1/27/25
 Signature of Applicant Date

X BAHNSO 1/27/25
 Signature of Owner Date

Submittal Requirements

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

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

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

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

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

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

Application Process

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

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

I want to rezone to move my Construction Company and Real Estate Development office to this location. I did not pass a previous zoning attempt. There was concern about the drainage from the home owners on Blackshear about standing water. I moved forward with purchasing the property and cleared it and shot elevations on the site. The elevations revealed that I could cut a ditch from the standing water to the ditch at the street and resolve the drainage problem the homeowners are experiencing and hopefully eliminate their objection to my development and the city apprehension. To rezoning. I am working with the city now to get a moa/mou written up to officially resolve the drainage problem.

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

JESSE FRUITT SURVEY, A-629
HARRIS COUNTY, TEXAS

- LEGEND**
- Ⓚ - ELECTRIC BOX
 - Ⓣ - TELEPHONE BOX
 - Ⓛ - CABLE TELEVISION BOX
 - Ⓜ - GAS METER
 - Ⓦ - WATER METER
 - Ⓛ - LIGHT POLE
 - Ⓢ - SANITARY SEWER MANHOLE
 - Ⓢ - STORM SEWER MANHOLE
 - Ⓢ - TELEPHONE MANHOLE
 - Ⓢ - ELECTRIC MANHOLE
 - Ⓢ - SAMPLE WELL
 - Ⓢ - DRAINAGE INLET
 - Ⓢ - FIBEROPTIC MARKER
 - Ⓢ - UNDERGROUND TELEPHONE MARKER
 - Ⓢ - GAS MARKER
 - Ⓢ - PIPELINE MARKER
 - Ⓢ - FIRE HYDRANT
 - Ⓢ - WATER VALVE
 - Ⓢ - GAS VALVE
 - Ⓢ - MONITORING WELL
 - Ⓢ - UTILITY POLE
 - Ⓢ - ELECTRIC METER
 - Ⓢ - TRAFFIC SIGNAL POLE
 - Ⓢ - TRAFFIC CONTROL BOX
 - Ⓢ - BENCHMARK
 - F.S. - FIRM CODE
 - C.F. NO. - CLERK'S FILE NUMBER
 - H.C.D.R. - HARRIS COUNTY DEED RECORDS
 - H.C.M.R. - HARRIS COUNTY MAP RECORDS
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF CORNER
 - SQ. FT. - SQUARE FEET
 - S.S.E. - SANITARY SEWER EASEMENT
 - S.S.E. - STORM SEWER EASEMENT
 - H.L.P. - HOUSTON LIGHTING & POWER
 - E.M.E. - EASEMENT
 - U.E. - UTILITY EASEMENT
 - OVERHEAD UTILITY LINES
 - BARBED WIRE FENCE
 - CHAIN LINK FENCE
 - WOOD FENCE
 - WOODSHEED BORN FENCE

- SURVEY NOTES**
1. ONLY VISIBLE EVIDENCE OF UTILITIES AND IMPROVEMENTS ARE SHOWN. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY, EASEMENTS, BUILDING LINES, RESTRICTIONS, ETC., ARE AS DEFINED IN A COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY FILE NO. 24-796166-TB, EFFECTIVE DATE APRIL 18, 2024.
 2. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
 3. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF.
 4. PROPERTY LIES IN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 100 YEAR FLOODPLAIN ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 4820100230L, EFFECTIVE DATE 06-18-07. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
 5. THIS SURVEY IS THE PROPERTY OF PICKERING & ASSOCIATES PROFESSIONAL LAND SURVEYORS LLC. IT IS CERTIFIED FOR THIS TRANSACTION ONLY AND IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR OWNERS. USE OF THIS SURVEY FOR PURPOSES OTHER THAN INTENDED, WITHOUT WRITTEN PERMISSION, WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREON SHALL BE CONSTRUED TO GIVE ANY RIGHTS OF BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED.

SCALE: 1"=40'	DATE: 05-08-24
REVISION:	
BOOK: N/A	
DRAWN BY: R.D.P.	
APPROVED BY: R.D.P.	
PROJECT NO.: 70043-24	

SCOTT R. WILSON

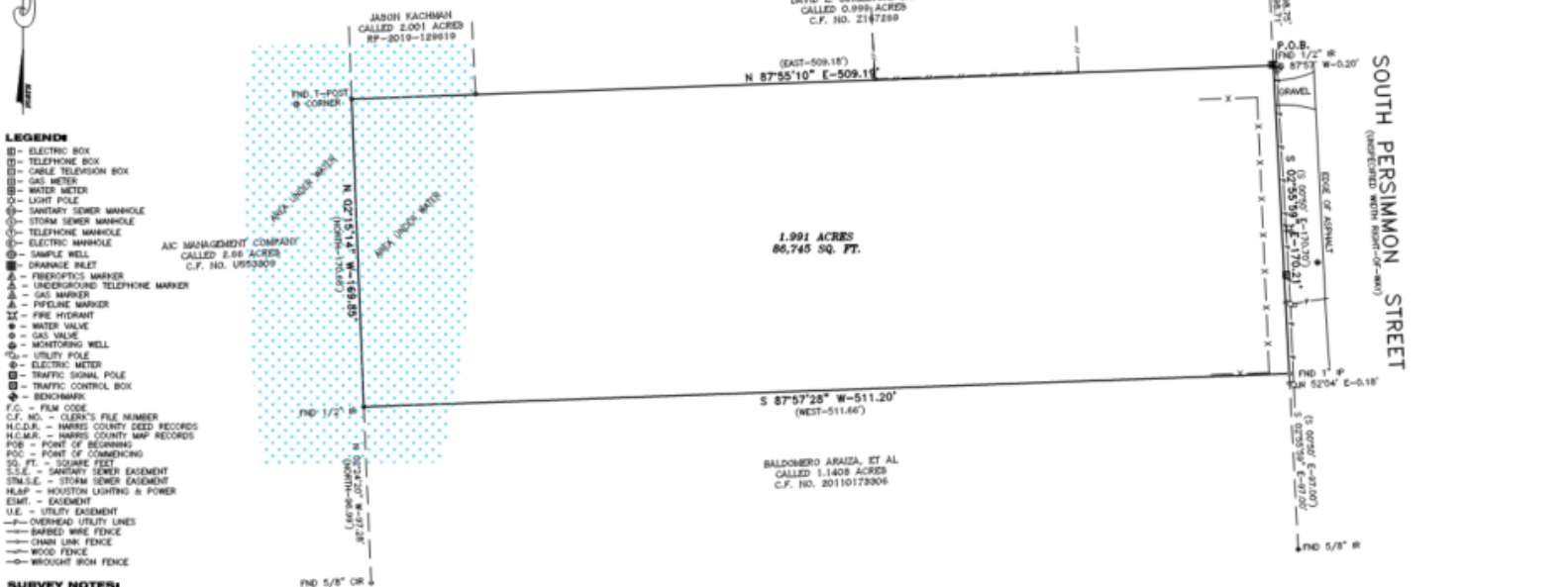
000 SOUTH PERSIMMON STREET
TOMBALL, TEXAS 77375

BOUNDARY AND IMPROVEMENT SURVEY

BEING A 1.991 ACRE (86,745 SQUARE FOOT) TRACT OR PARCEL OF LAND SITUATED IN THE JESSE FRUITT SURVEY, A-629, HARRIS COUNTY, TEXAS.
(SEE FIELD NOTE DESCRIPTION)

PICKERING & ASSOCIATES
PROFESSIONAL LAND SURVEYORS, LLC

T.B.P.E.L.S. Firm Registration No. 10165200
7702 Pin Oak Street
Montgomery, Texas 77316
Phone: (936) 447-4703
Mobile: (281) 804-0785
palandsurveyors@gmail.com Copyright 2024



SURVEYOR'S CERTIFICATION

I, ROGER D. PICKERING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION OF THE PROPERTY DESCRIBED HEREON (AND/OR BY METES AND BOUNDS ON ATTACHED SHEET), IS CORRECT AND THERE ARE NO ENCROACHMENTS APPARENT ON THE GROUND, AND THAT ALL IMPROVEMENTS LIE WHOLLY WITHIN THE PROPERTY LINES, EXCEPT AS SHOWN OR NOTED HEREON.

WITNESS MY HAND THIS 15TH DAY OF MAY, 2024

Roger D. Pickering
ROGER D. PICKERING
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5879



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 17, 2025

Topic:

Conduct a public hearing and consideration to approve Zoning Case Z25-05: Request by Jacquelyn D. Marshall, represented by Andrea Ameen, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.06 acres of land legally described as being a portion of the 15.541 acre tract situated in the Jesse Pruett Survey, Abstract No. 629, containing all of Lots 163,167, 171, and a portion of lot 159 of Five Acre Tracts, Tomball Townsite from Agricultural (AG) to the General Retail (GR) zoning district. The property is located in the 13000 block (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-11, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 7.06 acres of land legally described as being a portion of the 15.541 acre tract situated in the Jesse Pruett Survey, Abstract No. 629, containing all of Lots 163, 167, 171, and a portion of Lot 159 of Five Acre Tracts, Tomball Townsite from Agricultural (AG) to the General Retail (GR) zoning district. The property is located in the 13000 block (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

On March 10th, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. The applicant presented their proposed plan and no one from the public spoke regarding the case.

Origination: Jacquelyn D. Marshall, represented by Andrea Ameen

Recommendation:

The subject property is directly adjacent to Tomball’s Medical District as defined in the Comprehensive Plan. The Medical District area is intended to provide for development with an emphasis on healthcare and supporting uses. This request would create a supportive commercial area that complements the established Medical District and the nearby residential areas. The approval of the requested zoning will promote a new development that is consistent with the type of development patterns and character endorsed by the Future Land Use Plan for this area.

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

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

Signed: _____ **Approved by:** _____
 Staff Member Date City Manager Date

ORDINANCE NO. 2025-11

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 7.06 ACRES OF LAND LEGALLY DESCRIBED AS BEING A PORTION OF THE 15.541 ACRE TRACT SITUATED IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, CONTAINING ALL OF LOTS 163, 167, 171, AND A PORTION OF LOT 159 OF FIVE ACRE TRACTS, TOMBALL TOWNSITE FROM AGRICULTURAL (AG) TO THE GENERAL RETAIL (GR) ZONING DISTRICT. THE PROPERTY IS LOCATED IN THE 13000 BLOCK (SOUTH SIDE) OF MEDICAL COMPLEX DRIVE, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Jacquelyn D. Marshall, represented by Andrea Ameen, has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.06 acres of land legally described as being a portion of the 15.541 acre tract situated in the Jesse Pruett Survey, Abstract No. 629, containing all of Lots 163, 167, 171, and a portion of lot 159 of Five Acre Tracts, Tomball Townsite, located in the 13000 block (south side) of Medical Complex Drive within the City of Tomball, Harris County, Texas (the “Property”), from Agricultural (AG) to the General Retail (GR) zoning district; and

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

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

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

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

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

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

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

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

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

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

FIRST READING:

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

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

SECOND READING:

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

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

LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary

Exhibit "A"

Location: 13000 block (south side) of Medical Complex Drive, City of Tomball, Harris County, Texas.



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
MARCH 10, 2025
&
CITY COUNCIL
MARCH 17, 2025**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, March 10, 2025, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, March 17, 2025, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z25-04: Request by Mike Arledge and Baldomero Araiza Alonso, represented by Jon Arledge, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 3.1318 acres of land legally described as being two tracts of land, 1.991 acres, Tract 8E (north tract) and 1.1408 acres, Tract 8F (south tract), situated in the Jesse Pruitt Survey, Abstract 629 from Single-Family Residential - 6 (SF-6) to the Commercial (C) zoning district. The properties are located in the 420 block (west side) of South Persimmon Street, within the City of Tomball, Harris County, Texas.

Zoning Case Z25-05: Request by Jacquelyn D. Marshall, represented by Andrea Ameen, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.06 acres of land legally described as being a portion of the 15.541 acre tract situated in the Jesse Pruett Survey, Abstract No. 629, containing all of Lots 163,167, 171, and a portion of lot 159 of Five Acre Tracts, Tomball Townsite from Agricultural (AG) to the General Retail (GR) zoning district. The property is located in the 13000 block (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas.

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

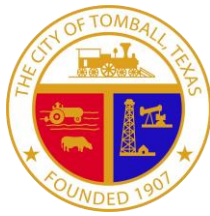
CERTIFICATION

I hereby certify that the above notice of the meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 7^h day of March 2025 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley

Benjamin Lashley
Assistant City Planner

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



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z25-05

3/20/2025

The Planning & Zoning Commission will hold a public hearing on **March 10, 2025 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Agg Road Associates LP, represented by Andrea Ameen, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.06 acres of land legally described as being a portion of the 15.541 acre tract situated in the Jesse Pruett Survey, Abstract No. 629, containing all of Lots 163,167, 171, and a portion of lot 159 of Five Acre Tracts, Tomball Townsite from Agricultural (AG) to the General Retail (GR) zoning district. The property is located in the 13000 block (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas.

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

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning**. The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **March 17, 2025 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

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

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

CASE #: Z25-05

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

Name:
Parcel I.D.:
Address:

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

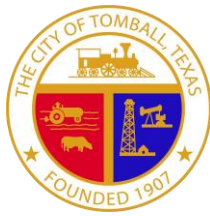
Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: _____

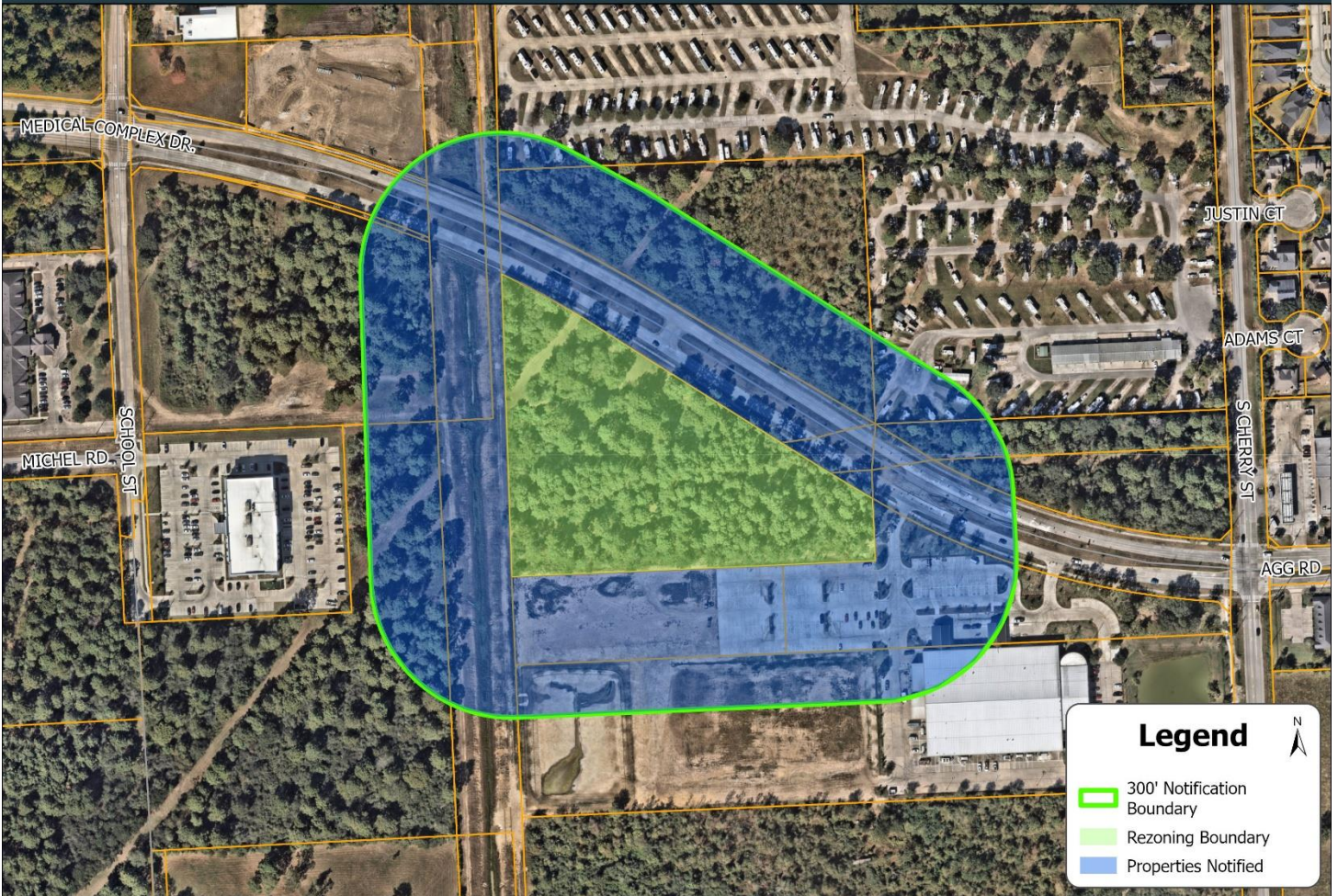


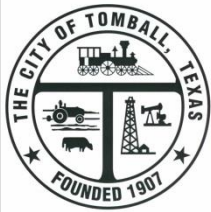
City of Tomball
Community Development Department

Z25-05



Notification Boundary





Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: March 10, 2025
City Council Public Hearing Date: March 17, 2025

Rezoning Case: Z25-05

Property Owner(s): Jacquelyn D. Marshall

Applicant(s): Andrea Ameen

Legal Description: Approximately 7.06 acres of land legally described as being a portion of the 15.541 acre tract situated in the Jesse Pruett Survey, Abstract No. 629, containing all of Lots 163,167, 171, and a portion of lot 159 of Five Acre Tracts, Tomball Townsite

Location: 13000 block (south side) of Medical Complex Drive (Exhibit “A”)

Area: 7.06 acres

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

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

Request: Rezone from the Agricultural (AG) to the General Retail (GR) District

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	Agricultural (AG)	Vacant land
South	Office (O)	Church (Real Life Ministries)
East	Office (O) and General Retail (GR)	Church (Real Life Ministries) and vacant land
West	Agricultural (AG)	M-121 Drainage ditch

BACKGROUND

The subject property has been within the City of Tomball’s AG zoning district since the adoption of zoning in February 2008. The property is currently vacant with no structures present. In February of 2023 the property to the east, across Medical Complex Drive, successfully rezoned into the General Retail zoning district. In July of 2023 the property directly to the south of the subject tract successfully rezoned into the Office zoning district. The applicants’ request aims to allow for the development of a multibuilding assisted living facility with supporting amenities.

ANALYSIS

Comprehensive Plan Analysis: The property is designated as “Neighborhood Commercial” by the Comprehensive Plan’s Future Land Use Map. The Neighborhood Commercial designation is intended for areas predominantly comprised of commercial uses that are developed with the appropriate context, scale, and design to compliment residential development.

According to the Comprehensive Plan, land uses should include restaurants, retail, professional services, clinics, and offices. Appropriate secondary uses include places of assembly or event venues, local utility services, and government facilities.

The Comprehensive Plan identifies the following zoning districts as compatible with the Neighborhood Commercial designation: Office (O) and General Retail (GR)

Staff Review Analysis: The subject property is directly adjacent to Tomball’s “Medical District” as defined in the Comprehensive Plan. The Medical District area is intended to provide for development with an emphasis on healthcare and supporting uses. This request would create a supportive commercial area that complements the established Medical District and the nearby residential areas. The approval of the requested zoning will promote a new development that is consistent with the type of development patterns and character endorsed by the Future Land Use Plan for this area.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on February 20, 2025. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

EXHIBITS

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

Exhibit "A"
Aerial Location Map



Location

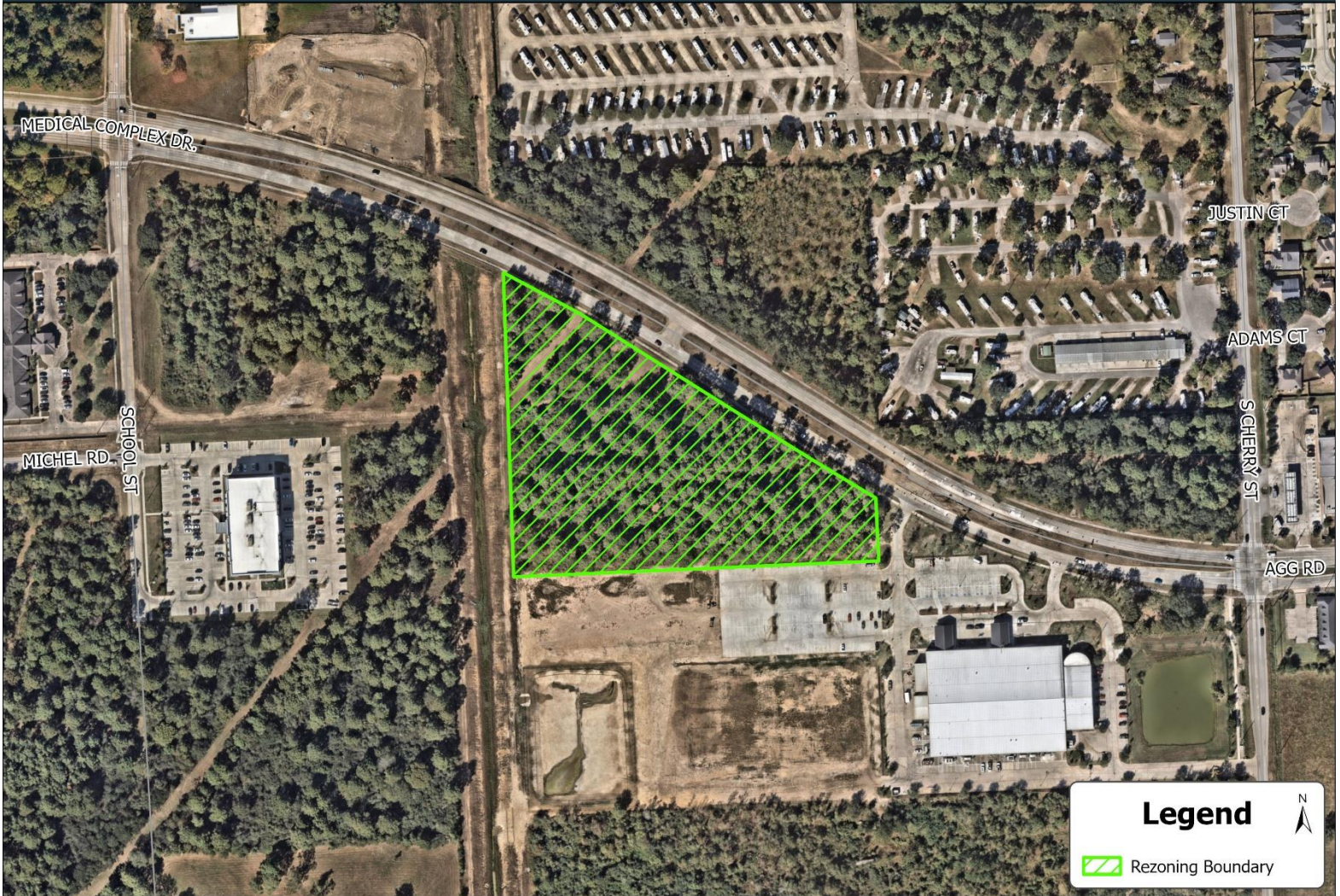


Exhibit "B"
Future Land Use Plan



Future Land Use

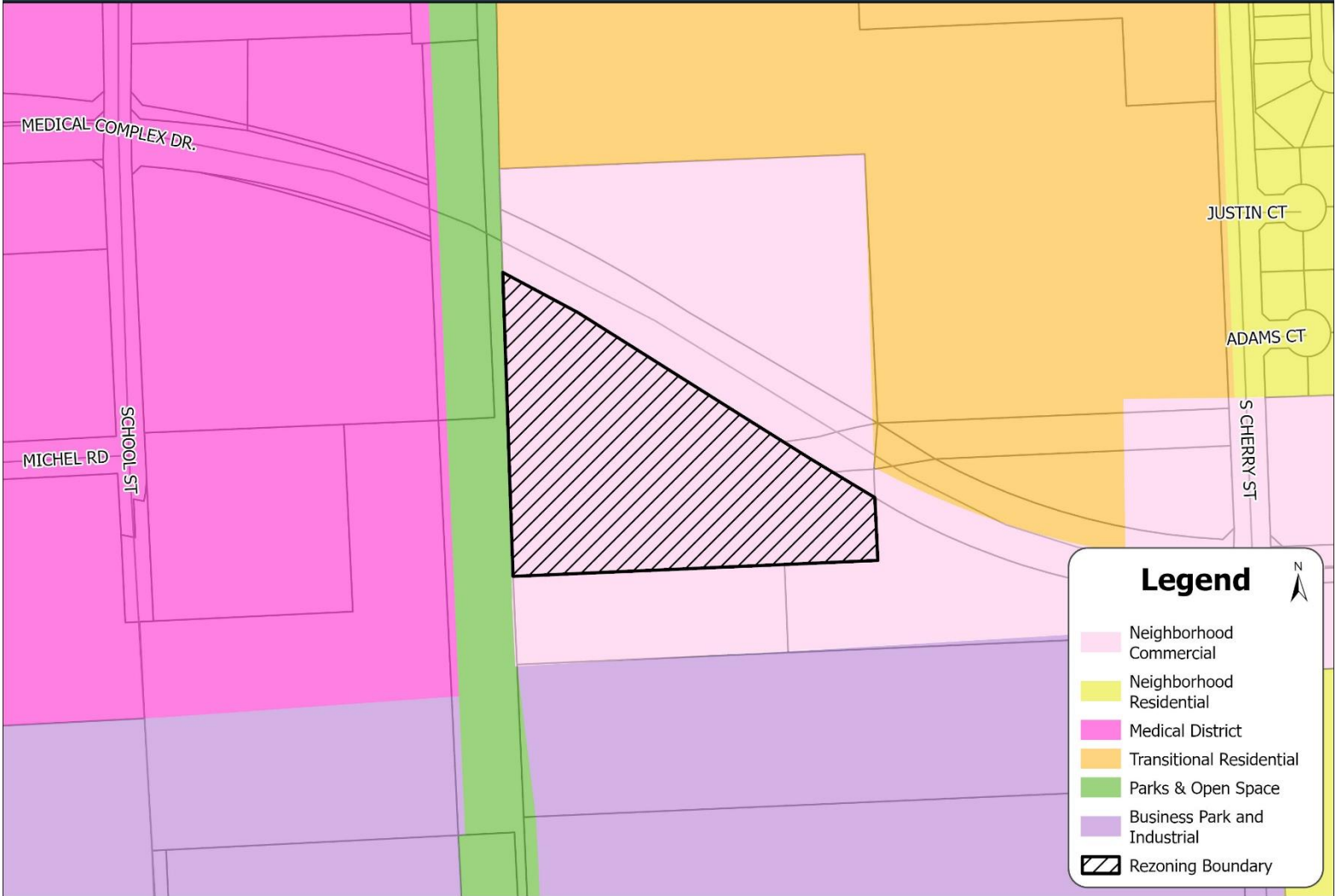


Exhibit "C"
Zoning Map

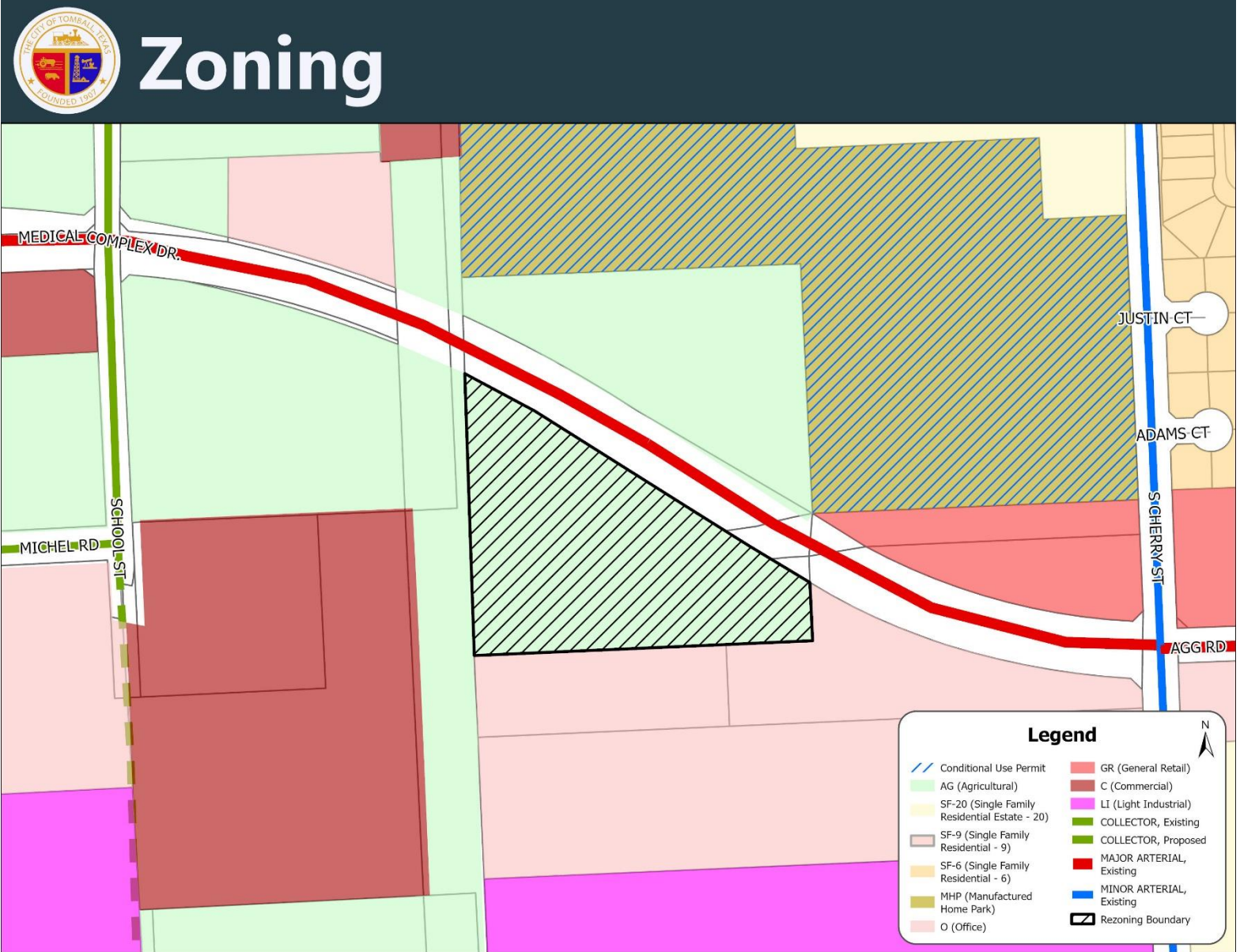


Exhibit "D"
Site Photo(s)

Subject Site



Neighbor (North)



Neighbor (South)



Neighbor (East)



Neighbor (West)



Exhibit "E"
Rezoning Application

DocuSign Envelope ID: 6BA72082-147E-45B6-9FA7-05086C234B1C

Revised: 08/25/2023



APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

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

FEES: Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for requests to rezone to standard zoning districts
- \$1,500.00 fee for request to rezone to Planned Development districts.

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: Andrea Ameen Title: _____
 Mailing Address: 9407 Briscoe Bend Ln City: Cypress State: TX
 Zip: 77377 Contact: _____
 Phone: (847) 310-2290 Email: andreakenzerameen@gmail.com

Owner

Name: Jacquelyn D Marshall Title: _____
 Mailing Address: 16007 Stablepoint Ln City: Cypress State: TX
 Zip: 77429 Contact: Jacquelyn D. Marshall
 Phone: (281) 610-6824 Email: critrdoc@gmail.com

Engineer/Surveyor (if applicable)

Name: _____ Title: _____
 Mailing Address: _____ City: _____ State: _____
 Zip: _____ Contact: _____
 Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: To build new small residential assisted living homes

Physical Location of Property: 0 Medical Complex Dr, between School and S Cherry St.
 [General Location – approximate distance to nearest existing street corner]

Legal Description of Property: 7.1439 acres aka Tract 1 out of 15.541 acre tract Jesse Pruitt Survey A-69
 [Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (AG) Agricultural

Revised: 08/25/2023

Current Use of Property: vacant land


Proposed Zoning District: (GR) : General Retail

Proposed Use of Property: small type B assisted living homes

HCAD Identification Number: 0352860000163 Acreage: 7.14

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

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

 1/13/25
Signature of Applicant Date

 1/27/25
Signature of Owner Date

Submittal Requirements

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

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

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

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

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

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

Application Process

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

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

To whom it concerns,

We are formally requesting a rezoning of the parcel at 0 Medical Complex Dr, Tomball, TX 77377 (parcel number 0352860002416) from Agriculture (AG) to General Retail (GR), to enable construction and operation of small assisted living homes for seniors in need of memory care. We believe this rezoning request aligns with the city's comprehensive plan and will significantly benefit the community.

Community Benefit: The project will serve the community's senior population and their families, providing the highest quality care and customer service for those who need assisted living or memory care. We want to elevate the industry of residential assisted living, providing many amenities of larger facilities in a small, comfortable home environment. Our family business would add to the appeal and desirability of the nearby medical district.

Neighborhood Cohesiveness: Our design will resemble an upscale home subdivision as much as possible. We want to retain as many trees on the property as possible. We do not want to overcrowd the land with structures and pavement. We believe that our site design will also appeal to residential neighbors, because we plan to incorporate walking trails throughout the property, and if possible incorporate a small outdoor pavilion, public park, and/or gardens.

Sustainable Plans: We plan to use sustainable building methods as much as possible, and retain as much green space on the property as possible. We do not want to pave a lot and we do not want large parking lots on the property. Our site plans take drainage into account with a large detention pond, if we are unable to use the drainage ditch nearby.

Economic Impact: This business will serve to increase employment opportunities and have a positive economic impact on the community at large. Our aim is to buy and hire local. We will partner with community businesses as much as possible. We plan to provide very desirable employment benefits to our care teams. We plan to provide excellent training and continued education for team members to allow them to grow in the assisted living industry.

We are happy to answer any questions about the project and our proposed plans. It is our intention to work in cooperation with the surrounding community to develop a project that truly serves it.

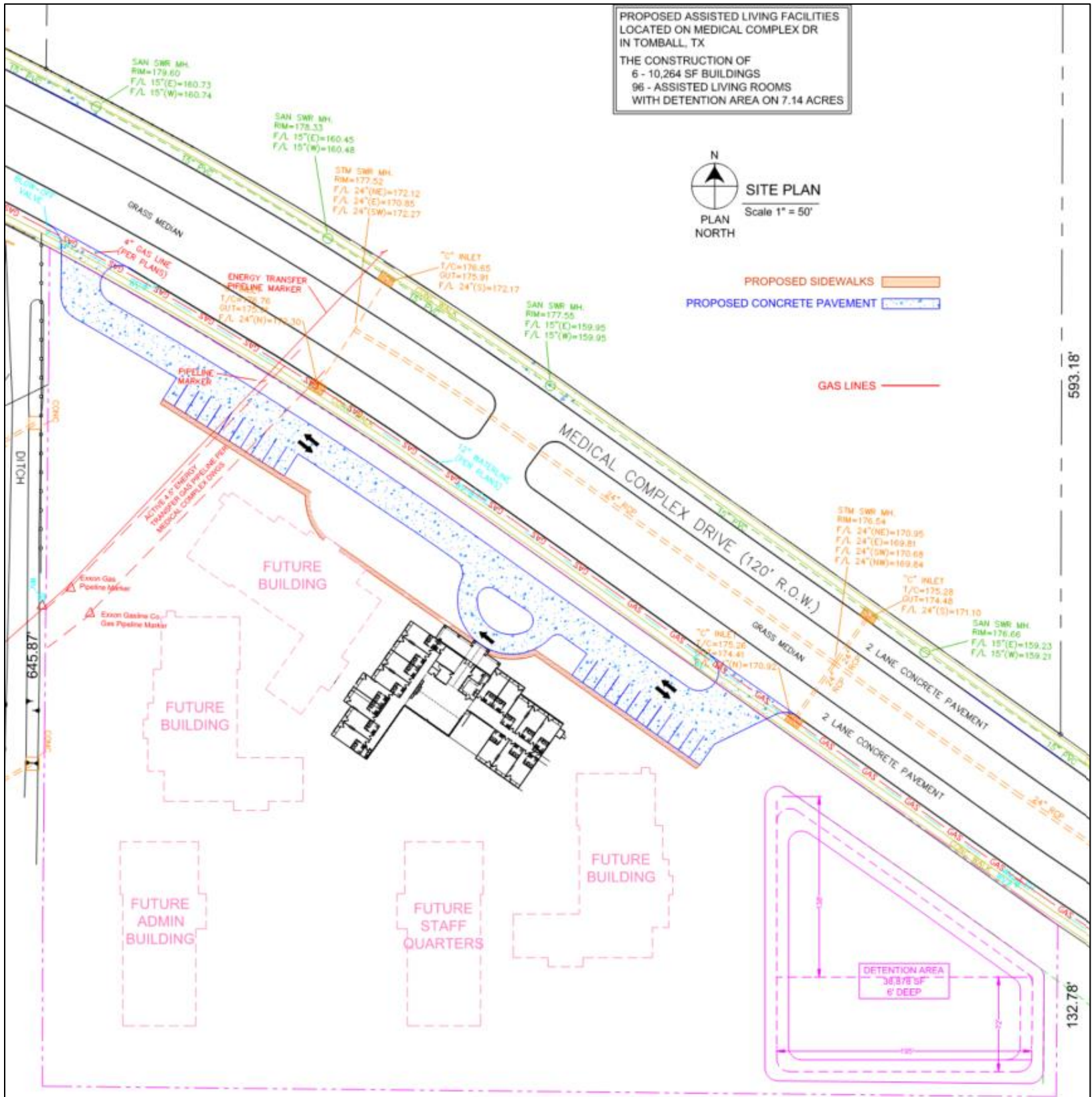
Sincerely,
Andrea Ameen & Aaron Ameen

PROPOSED ASSISTED LIVING FACILITIES
 LOCATED ON MEDICAL COMPLEX DR
 IN TOMBALL, TX
 THE CONSTRUCTION OF
 6 - 10,264 SF BUILDINGS
 96 - ASSISTED LIVING ROOMS
 WITH DETENTION AREA ON 7.14 ACRES



PROPOSED SIDEWALKS
 PROPOSED CONCRETE PAVEMENT

GAS LINES



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 17, 2025

Topic:

Discussion and possible direction regarding the 89th Legislative Session and the City’s involvement in the legislative process.

Background:

The 89th Regular Session of the Texas Legislature began on January 14, 2025, and will run through June 2. During this time, the Texas House of Representatives and Texas Senate will convene to debate and consider various bills and resolutions, many of which impact city operations.

For the first 60 days of the session, legislators can file bills, but little action occurs since only those deemed a priority by the Governor can be considered. During this period, the Legislature primarily focuses on the Governor’s key priorities and the state’s biennial budget. After this phase ends on March 14, committee hearings and floor action will accelerate as both chambers begin reviewing the thousands of bills filed.

In the 88th Legislative Session, the City provided selective written input to legislators and relevant committee chairs when taking a position on a bill. The City also works closely with the Texas Municipal League (TML), leveraging its resources for education and outreach as needed. Given the potential for significant legislation this session and the need to act quickly, staff seeks direction from Council on how to engage legislators and take positions on bills for the remainder of the 89th Legislative Session.

Origination: City Manager’s Office

Recommendation:

N/A

Party(ies) responsible for placing this item on agenda: Jessica Rogers, Assistant City Manager

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: # _____

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

Signed: Jessica Rogers 3/11/2025 **Approved by:** _____
Staff Member Date City Manager Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 17, 2025

Topic:

Consideration and discussion regarding future appointment/reappointment to the Board of Adjustments.

Background:

During this meeting, candidates will have the opportunity to introduce themselves and respond to any questions.

The board’s purpose is to consider variances and special exceptions to the terms of the Zoning Ordinance and to hear and decide appeals of decisions and interpretations made by an administrative official in the enforcement of the Zoning Ordinance.

The City Council appoints five (5) regular members and up to four (4) alternate members to serve in the absence of one or more of the regular Board members on an alternating basis. Such Board members shall be residents of the City of Tomball. Knowledge of and experience in technical review, design or the development industry is helpful. The members of the Board (and alternate members, as needed) shall regularly attend meetings and public hearings of the Board, shall serve without compensation, and shall not hold any other office or position with the City while serving on the Board. A Board member shall not act in a case in which he has a personal or financial interest.

BOA Member	Position	Term Ends
Jarmon Wolfe	Regular 1	03/02/2025
Billy Hemby	Regular 3	03/02/2025
Rocky Pilgrim	Alternate 2	03/02/2025
Matthew Williams	Alternate 4	03/02/2025

Current members were all contacted, and the following members would like to be reappointed:

- Billy Hemby
- Rocky Pilgrim
- Matthew Williams

Additionally, we received applications from the following individuals:

- Diana Browning

All qualified applicants were invited to attend today’s meeting.

Appointments will be made at the next Regular City Council meeting to be held on April 7, 2025 and their terms will end 03/02/2027.

Origination: Mayor Lori Klein Quinn

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: _____ No: _____ If yes, specify Account Number: # _____

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

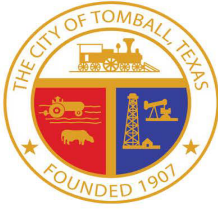
Signed Tracylynn Garcia Approved by _____
Staff Member Date City Manager Date

The City of Tomball, Texas



Boards, Commissions, and Committees Handbook

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City of Tomball

Lori Klein Quinn
Mayor

David Esquivel, PE
City Manager

Dear Citizen:

I would like to thank you on behalf of the Citizens of Tomball for your willingness to serve the City as an appointed member of a Board, Commission, or Committee. Your commitment of time and talent is a very important contribution to our community.

The work done by citizens who serve on Boards, Commissions, and Committees is a vital part of our city government. Board, Commission, and Committee members assist the City Council in setting public policy, implementing public policy and in communicating that policy to the community as a whole.

In recognition of the important civic commitment members of Boards, Commissions, and Committees have made, we have prepared this orientation handbook for those who are interested in possible service and to assist appointed members in performing their duties.

It is our hope that your service to the City of Tomball will be both rewarding and fulfilling. Again, thank you for your willingness to serve.

Sincerely,

Lori Klein Quinn
Mayor

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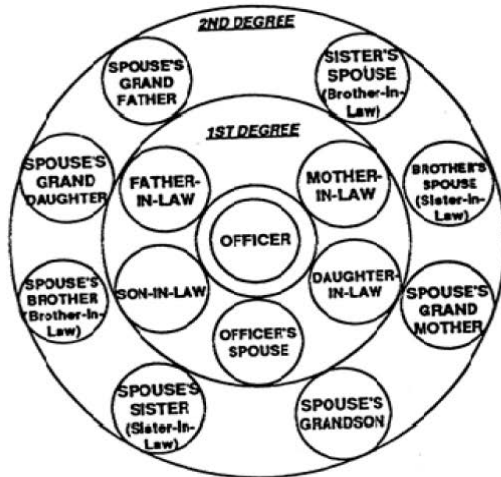
Eligibility Requirements for City of Tomball Boards & Committees

The following eligibility requirements must be met by all applicants:

1. Each member must be a U. S. Citizen and a resident of the State of Texas and the City of Tomball, who has resided in the City of Tomball for at least six (6) months, with the exception of the Business Owner and Hotel/Motel Positions on the Tourism Advisory Committee. The member shall not be related to any City Council Member in the following manner:

- Relatives by Consanguinity shall include: parents, children, siblings, grandchildren and grandparents, great-grandparents and great-grandchildren, aunts, uncles, nieces and nephews.
- Relatives by Affinity shall include: spouse, parents of spouse, siblings of spouse, grandparents and grandchildren of spouse.

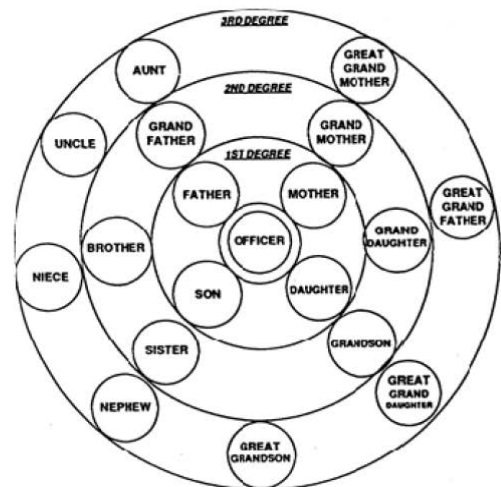
CHART OF KINSHIP



Affinity Kinship Chart
(Marriage)

The chart to the left shows: *Affinity Kinship (relationship by marriage)

The chart to the right shows: *Consanguinity Kinship (relationship by blood) for purposes on interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021-.025.



Consanguinity Kinship Chart
(Blood)

2. No member shall have a conflict of interest (business) and/or any appearance of impropriety where his/her position on that board or committee could result in a personal advantage or monetary benefit to accrue because of his/her position on the board. A member with a conflict of interest shall file an affidavit with the Board Secretary, shall state the conflict of interest, and shall leave the Chambers/meeting room during discussion and vote.
3. No person shall be eligible for appointment or reappointment if previously convicted of a felony or a crime involving moral turpitude.
4. Persons seeking appointment or reappointment to the Planning & Zoning Commission, Zoning Board of Adjustment, Tomball Economic Development Corporation, or the Tomball Regional Health Foundation shall be required to include, along with their application, a brief bio to include complete work history, description of positions held and tasks responsible for, and professional certifications.
5. Prior to appointment, each applicant must certify that they have read the **Boards, Commissions, and Committees Handbook and return the Acknowledgement Form from the Handbook, Page 33 (Appendix D)**.
6. No member shall serve simultaneously on more than two (2) boards. Boards that have direct working relationships with each other may have non-voting, ex-officio members on the board with whom such working relationships exist. The City Council shall appoint non-voting, ex-officio members as Council liaisons to City-appointed boards, commissions, and committees.
7. All members, including ex-officio members, shall serve without salary.
8. Active participation by all appointed members is necessary for proper functioning of boards. 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.
9. No member shall use their position for any personal influence or monetary gain and shall not purport to represent the board, commission, or committee in any way.
10. The City Council, by majority vote, shall have the authority to remove any member of a board from office whenever, in its discretion, the best interest of the City shall be served, with the exception of the Board of Adjustments.



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: _____

Name: _____

Phone: _____
(Home)

Address: _____

Phone: _____
(Work)

City/State/Zip _____

Cell: _____

Email: _____

I have lived in Tomball ___ years.

I am ___ am not ___ a U.S. Citizen

Occupation: _____

Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

Please attach a short biography to this application.

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

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)

- Tomball Regional Health Foundation

Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

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

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

Please return this application to:

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

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

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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>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.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>	

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

**LOCAL GOVERNMENT OFFICER CONFLICTS
DISCLOSURE STATEMENT**

FORM CIS

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

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p>	<p align="center">OFFICE USE ONLY</p> <p>Date Received _____</p>
<p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>	
<p>1 Name of Local Government Officer</p>	
<p>2 Office Held</p>	
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>	
<p>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.</p>	
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center">(attach additional forms as necessary)</p>	
<p>6 SIGNATURE I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p align="right">_____</p> <p align="right">Signature of Local Government Officer</p>	
<p align="center">Please complete either option below:</p> <p>(1) Affidavit</p> <p>NOTARY STAMP/SEAL</p> <p>Sworn to and subscribed before me by _____ this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p>	
<p>Signature of officer administering oath</p>	<p>Printed name of officer administering oath</p>
<p>OR</p>	
<p>(2) Unsworn Declaration</p> <p>My name is _____, and my date of birth is _____.</p> <p>My address is _____, _____, _____, _____, _____.</p> <p align="center">(street) (city) (state) (zip code) (country)</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p align="center">(month) (year)</p> <p align="right">_____</p> <p align="right">Signature of Local Government Officer (Declarant)</p>	

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

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

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

- (2) the vendor:

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

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



Board Member Election on Disclosure

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

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

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

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

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

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

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

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

Board Member's Signature

Date

Board Member's Printed Name

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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 automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. [Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire on December 31, 2024](#)

Please Type or Print Clearly:

Date: _____

Name: _____

Phone: _____

(Home)

Address: _____

Phone: _____

(Work)

Email _____

I have lived in Tomball ___ years.

I am ___ am not ___ a U.S. Citizen

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

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

Occupation: _____

Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

Please attach a short biography to this application.

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

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

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

I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.

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

Please return this application to:

- City Secretary
- City of Tomball
- 401 Market Street
- Tomball, TX 77375
- cso@ci.tomball.tx.us
- office: 281-290-1002
- fax: 281-351-6256

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

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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>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.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>	

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

**LOCAL GOVERNMENT OFFICER CONFLICTS
DISCLOSURE STATEMENT**

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

- 1 **Name of Local Government Officer**
- 2 **Office Held**
- 3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

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

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____,

20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____,

(street)

(city)

(state)

(zip code)

(country)

Executed in _____ County, State of _____, on the _____ day of _____, 20 _____.

(month)

(year)

Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

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

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

(2) the vendor:

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

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

Board Member Election on Disclosure

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

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

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

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

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

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

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

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

Board Member's Signature

Date

Board Member's Printed Name

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CHAPTER I

DEFINITIONS

Boards, Commissions, and Committees Defined. The City of Tomball City Council depends on the input from residents serving on Boards, Commissions and Committees. Tomball may have several kinds of Boards, Commissions and Committees, including:

Advisory Boards, Commissions, and Committees
Decision-making Boards
Separate Legal Entities
Standing Committees Sunset Committees
Non-profit Corporation Boards.

Advisory Boards, Commissions and Committees Defined. These Boards, Commissions and Committees advise the City Council, City Manager and City staff. They play a key role in keeping the City government close to the people it serves and providing ideas, feedback, and suggestions and may serve as a sounding board for proposed policy. These Boards, Commissions and Committees currently (or may) include:

Capital Improvement Plan Advisory Committee
Tourism Advisory Committee.



Capital Improvement Plan Advisory Committee

Purpose: To regularly review and update the Capital Improvements Program (CIP) in accordance with the requirements of Vernon's Texas Local Government Code, Chapter 395.

Duties: At least annually review, analyze and interpret the CIP with the City Manager, Director of Engineering and Planning, and Planning and Zoning Commission. Recommend changes indicated by sound planning principals and financial constraints.

Time Commitments: Typically, one to two times annually, approximately 1½ to 2 hours per meeting.

Members: Membership is composed of the members of the Planning and Zoning Commission plus a resident of the City of Tomball's extraterritorial jurisdiction (ETJ) for a total of six (6) members appointed by City Council.

Term: This is an ad hoc committee, called as needed to review the CIP; terms expire when the board is no longer active.

Meetings: Usually held at 6:00 p.m. on the second Monday in the month. The Chair of the Planning and Zoning Commission chairs the meetings. Separate minutes of the meeting are taken and kept.



Tourism Advisory Committee

Purpose: To regularly review applications and advise City Council regarding requests for funding grants from the Hotel-Motel Occupancy Tax revenues.

Duties: Recommend funding grants.

Time Commitments: Typically, four times annually, approximately 1½ to 2 hours per meeting.

Members: Nine (9) members; membership is composed of three Tomball residents, three Tomball business owners, officers or directors other than a hotel or motel, and three employees or officers of a Tomball hotel or motel.

Term: Terms are three-year, staggered terms, expiring in December of each year.

Meetings: Usually held at 6:00 p.m. on the fourth Tuesday in the first month of each quarter. Separate minutes of the meeting are taken and kept.

Decision-making Boards and Commissions Defined. These are legislative and/or ‘quasi-judicial’ bodies that are empowered by State law to make decisions affecting City policy relating to the public health, safety or welfare. These Boards and Commissions are “governing bodies” under the Texas Open Meetings Act and are thus required to comply in all respects with the Act. These Boards and Commissions include:

Board of Adjustments
Impact Fee Advisory Committee
Planning and Zoning Commission
Building Standards Commission.

Board of Adjustments

Purpose: To consider variances and special exceptions to the terms of the Zoning Ordinance and to hear and decide appeals of decisions and interpretations made by an administrative official in the enforcement of the Zoning Ordinance.

Duties: The duties of the Board of Adjustments shall be to:

1. Determine the true intent and meaning of the Code of Ordinances of the City of Tomball or any of the regulations that have been misconstrued or incorrectly interpreted.
2. To hear and decide cases under the City’s Zoning Ordinance, including appeals that allege error in an order, requirement, decision or determination made by an administrative official in the enforcement of the Zoning Ordinance;
3. To hear and decide special exceptions when the Zoning ordinance requires the Board to do so; and
4. To authorize, in specific cases, a variance from the terms of the Zoning Ordinance if the variance is not contrary to the public interest and if, due to special conditions, a literal enforcement of the Zoning Ordinance would result in unnecessary hardship, and so that the spirit of the Zoning Ordinance is observed and substantial justice is done. In order to grant a variance, the Board of Adjustments must make findings that an undue hardship exists, using the following criteria:
 - a. That literal enforcement of the controls will create an unnecessary hardship or practical difficulty in the development of the affected property.
 - b. That the situation causing the hardship or difficulty is neither self-imposed nor generally affecting all or most properties in the same zoning district.
 - c. That the relief sought will not injure the permitted use of adjacent conforming property.
 - d. That the granting of a variance will be in harmony with the spirit and purpose of these regulations.
 - e. Financial hardship alone is not an “undue hardship” if the property can be used, meeting the requirements of the zoning district it is located in.

In granting a variance, the Board may impose such conditions, limitations and safeguards as it deems appropriate to protect adjacent property owners and to ensure the public health, safety, convenience and general welfare.

5. To make interpretations on zoning district boundaries shown on the Zoning Map where uncertainty exists because physical features on the ground differ from those on the Zoning Map or where the “Zoning District Boundaries” rules do not apply or are ambiguous.

Limitations on Authority:

1. The Board of Adjustments may not grant a variance authorizing a use other than those permitted in the district for which the variance is sought, except as specifically provided for in the Zoning Ordinance.
2. The Board of Adjustments shall have no power to grant or modify Conditional Use Provisions.
3. The Board of Adjustments shall have no power to grant a zoning amendment. In the event that a request for a zoning amendment is pending before the Planning and Zoning Commission or the City Council, the Board shall neither hear nor grant any variances with respect to the subject property until final disposition of the zoning amendment by the Commission and the City Council.
4. The Board of Adjustments shall not grant a variance for any parcel of property or portion thereof upon which a required site plan or any plat is pending on the agenda of the Planning and Zoning Commission and/or the City Council. All administrative and procedural remedies available to the applicant shall have been exhausted prior to hearing by the Board of Adjustments.

Time Commitments: As needed. Typically every 30-60 days, usually requiring 1 to 2 hours.

Members: The City Council appoints five (5) regular members and up to four (4) alternate members to serve in the absence of one or more of the regular Board members on an alternating basis. Such Board members shall be residents of the City of Tomball. Knowledge of and experience in technical review, design or the development industry is helpful. The members of the Board (and alternate members, as needed) shall regularly attend meetings and public hearings of the Board, shall serve without compensation, and shall not hold any other office or position with the City while serving on the Board. A Board member shall not act in a case in which he has a personal or financial interest.

Term: Two (2) year terms. The terms of office of the Board members shall be staggered so no more than one-half (½) of the Board is appointed or replaced in any 12-month period. The four (4) alternates, if appointed, shall serve two-year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Continued absence of any member from required meetings of the Board shall, at the discretion of the City Council, render any such member subject to immediate removal from office.

Meetings: As needed, typically every 30-60 days. The Board shall conduct regular biannual meetings in May and November. All regular meetings shall begin at 6:00 p.m. and shall be held at Tomball City Hall unless otherwise posted in accordance with state law.

Planning and Zoning Commission

Purpose: To review, advise and make recommendations to the City Council on matters relating to City and extraterritorial jurisdiction (ETJ) planning and development.



Duties: The Planning and Zoning Commission shall:

1. Serve as an advisory body and adjunct to the City Council, and shall make recommendations regarding amendments to the Master or Comprehensive Plan, changes of zoning, zoning ordinance amendments, and zoning to be given to newly annexed areas, and other planning related matters for the physical development of the City.
2. Recommend to the Council the approval or disapproval of plats of proposed subdivisions submitted in accordance with City ordinances as adopted or hereafter amended.
3. Recommend to the Council plans for the clearance and rebuilding of slum districts and blighted areas that may develop within the City.
4. Conduct an annual review of the City's Comprehensive Plan and make recommendations to the City Council as deemed necessary to keep the City's Comprehensive Plan current with changing conditions and trends and with the planning needs of the City.
5. Serve in an advisory capacity on any planning related item(s) in the City and perform other duties as provided for by the City Charter.
6. Serve as the Building Standards Commission.
7. Recommend to the Council the amendment, extension and revision of the Building Code, which code shall include the minimum standards of construction for building, the minimum standards for plumbing and the minimum standards for electrical and mechanical equipment.
8. Submit annually to the City Manager, not less than ninety (90) days prior to the beginning of the budget year, a list of recommendations for capital improvements that, in the opinion of the Commission, are necessary or desirable to be constructed during the forthcoming five (5) years. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year.
9. The Commission shall have all the rights, powers, privileges and authority authorized and granted by the City Council and through the Statutes of the State of Texas authorizing and granting cities the power of zoning and subdivision regulation as found in Chapters 211 and 212 of the Texas Local Government Code, as amended from time to time.
10. Operate under the guidelines of the powers granted by the Civil Statutes of the State of Texas.

Time Commitments: Once per month, in the evening, if needed, usually requiring 1 to 2 hours. Additional meetings may be required infrequently to accommodate particular circumstances.

Members: The City Council appoints five (5) members. Members must be residents of the City of Tomball, real property owners, and not employees of the City. Members also perform duties as the City's Building Standards Commission and the Capital Improvement Plan Advisory Committee.

Term: All appointees to the Commission shall serve as a member of the Commission for a term of office of three (3) years, expiring June 1 of each year. Terms overlap, creating at least one vacancy each year. Members may be reappointed with no limitation on the number of terms one member may serve.

Meetings: Usually every second Monday of the month at 6:00 p.m. at Tomball City Hall.

Building Standards Commission

Purpose: To administer due process in matters concerning alleged violations of ordinances related to substandard buildings or structures in the City of Tomball.



Duties: The duties of the Building Standards Board shall be:

1. To order the repair, within a fixed period, of buildings found to be in violation of an ordinance.
2. To declare a building substandard in accordance with the powers granted by Chapter 54 of the Local Government Code.
3. To order, in an appropriate case, the immediate removal of persons or property found on private property, enter on private property to secure the removal of persons or property if it is determined that conditions exist on the property that constitute a violation of an ordinance, and order action to be taken as necessary to remedy, alleviate, or remove any substandard building or structure found to exist.
4. To issue orders or directives to any peace officer of the State, including a sheriff or constable or the Police Chief, to enforce and carry out the lawful orders or directives of the Commission.
5. To determine the amount and duration of a civil penalty the City may recover in an amount permitted by State law.

Time Commitments: As needed. Typically, one to two times annually, in the evening, usually requiring 1 to 2 hours. Additional meetings may be required infrequently to accommodate particular circumstances.

Members: The City Council appoints five (5) members. Members must be residents of the City of Tomball, real property owners, and not employees of the City. The Planning and Zoning Commission members serve as the members of the Building Standards Commission, along with the City's Building Official and the City's Fire Marshall as ex officio members.

Term: All appointments to the Commission shall serve as a member of the Commission for a term of office of three (3) years, expiring June 1 of each year. Terms overlap, creating at least one vacancy each year. Members may be reappointed with no limitation on the number of terms one member may serve.

Meetings: Called on a case-by-case basis; typically one to two times annually, generally in conjunction with a Planning and Zoning Commission meeting.

Separate Legal Entities Defined. These are boards that are recognized by the State as separate legal entities with their own Articles of Incorporation and By-Laws and are registered with the office of the Secretary of State and, in the case of the Hospital Board, are created by an act of the State Legislature and recognized as a separate governmental entity. These Boards include:

The Tomball Economic Development Corporation
The Tomball Regional Health Foundation.

Tomball Economic Development Corporation



Purpose: To promote economic development in the City of Tomball and to promote or develop municipal infrastructure related to the development or expansion of business enterprise.

Duties: Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as Directors of the Corporation, Directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Corporation or which would be lawful and shall refrain from actions not in the best interest of the Corporation or which would be unlawful. A Director shall not be liable if, in the exercise of ordinary care, the Director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Corporation.

Time Commitment: The time commitment varies somewhat, based on projects being undertaken. Normally, 6 meetings annually, typically the second Tuesday of the month, 5:30 p.m., in meetings of 1 to 2 hours duration; the annual meeting is in May. Some outside reading and study will be required.

Members: Seven (7) members are appointed by the City Council. Each Director must reside within the City of Tomball. The Mayor and members of the Tomball City Council who are not members of the Corporation shall be ex-officio directors of the Corporation. The Mayor and the City Council of Tomball may appoint up to three individuals who meet the special qualifications as outlined in Section 3.09, to serve as ex-officio directors of the Corporation. Ex-officio directors shall be given notice of all meetings of the Board, may participate in discussions at Board meetings, but shall not be entitled to vote on matters considered by the Board.

Term: Two (2) year terms, which may be staggered, if so provided for by the Governing Body (the City of Tomball). Currently, terms are staggered.

Meetings: There are six (6) meetings annually, usually on the second Tuesday of the month, 5:30 p.m., in meetings of 1 to 2 hours duration; the annual meeting is in May. Other meetings are called at the discretion of the Board.

Tomball Regional Health Foundation ***(Formerly the Tomball Regional Hospital Authority)***

Tomball Regional Health Foundation is the new name of the Tomball Regional Hospital Authority ("TRHA"), following the sale of Tomball Regional Medical Center to a subsidiary of Community Health Systems, Inc. on October 1, 2011. The Tomball Regional Health Foundation will administer the proceeds from the sale of Tomball Regional Medical Center for charitable purposes in the surrounding communities.



Purpose: The Foundation will continue to be a vital part of the community, supporting health and wellness initiatives on behalf of its residents and seeking to meet the broader aspects of health needs in the community.

Duty: The mission of the TRHF is to promote wellness and improve health status for all residents in our communities through programs that enhance access to health care, preventative care and health education. The vision of the TRHF is to be a catalyst for measurably improving access to healthcare and health status of the Tomball, Magnolia, Waller and surrounding communities.

Members: Currently, the total number constituting the members of the Board is eleven; five (5) of the eleven (11) Board Members shall be appointed by City Council and six (6) of the eleven (11) Board Members shall be elected by the Board. No officer or employee of the City of Tomball shall be eligible for appointment or election as a Board Member. Any vacancy occurring in the Board shall be filled by the body appointing the Board Member whose seat is being vacated. The term of the new Board Member shall commence immediately and shall continue until the expiration of the term for which the Board Member was appointed to fill.

Criteria for Selection of Board Members: Board Members selected by the Tomball City Council shall be residents of the City of Tomball. Board Members elected by the Board shall be residents of the Authority's service area as defined by the Board from time to time and those Prospective Directors shall be interviewed to confirm their willingness, interest and qualifications (as determined by the Board) in serving on the Board.

Term: Two (2) year terms. Positions 1, 3 and 5 expire in the same year; Positions 2 and 4 expire in the same year. (Ord. 2000-03).

Time Commitment and Meetings: Regular monthly meetings shall be held the fourth Wednesday of every month or as designated by the Chairman of the Board at our office location of 29201 Quinn Road, Suite A, Tomball, Texas 77375.

Special meetings of the Board may be called by or at the direction of, the Chairman of the Board or a majority of the Board Members then in office, to be held at such date, hour and place as shall be designated in the notice of the meeting.

Notice of the date, hour, place and subject of any meeting of the Board shall be given in accordance with applicable statutory requirements including, without limitation, the requirements of the Texas Open Meetings Act (GOV'T CODE ANN. §§ 551.001 *et seq.*)

Standing Committees Defined. Currently, the City of Tomball does not have any Standing Committees. These are permanent advisory committees, in most cases reporting to the City Council and sometimes to the City Manager. Examples of Standing Committees in other cities are insurance advisory committees and oil and gas advisory committees.

Sunset Committees Defined. Sunset Committees are temporarily appointed, advisory boards, committees, or commissions that terminate upon completion of their specific task. Examples of Sunset Committees include:

Comprehensive Plan Advisory Committee (CPAC)
Charter Review Commission (CRC).

There have been other Sunset Committees and Commissions, such as the Zoning Commission, and the Oil and Gas Advisory Committee.

Non-profit Corporation Boards Defined. Non-profit corporations are 501(c)(3) organizations, established by the City of Tomball for the purpose of receiving private and/or corporate grant funds, to supplement the City of Tomball's ability to fund various programs, projects, events and other expenditures benefitting the Tomball community. An example of a Non-Profit Corporation Board is the Tomball Legacy Fund, Inc.

Tomball Legacy Fund, Inc.

Duty: To receive private and/or corporate grant funds, to supplement the City of Tomball's ability to fund various programs, projects, events and other expenditures benefitting the Tomball community.

Members: The Tomball Legacy Fund Board, Inc. shall be composed of seven (7) individuals. Positions 1 through 6 shall be filled by six (6) members who shall be the members of the City Council of the City of Tomball; Position 7 shall be filled by one (1) member who shall be appointed by City Council.

Criteria for Selection. The Mayor and City Council members shall serve in such capacity for a period coinciding with their respective terms of office with the City. Directors in Positions 1 through 6 must reside within the City and if such residence ceases, it shall be deemed as a resignation. The Director for Position 7 is not required to reside within the City and his/her term of office shall coincide with the term of the Mayor. Directors are removable by the governing body of the City at any time without cause. The Directors shall serve without compensation, unless compensation is proposed and approved by the City's governing body, said compensation in no event to exceed the compensation of the elected officers of the City's governing body, except that such Directors shall be reimbursed for their actual expenses incurred in the performance of their duties. Any vacancy occurring on the Board of Directors through death, resignation, or otherwise shall be filled by appointment by the governing body of the City, said appointee to hold office until the expiration of the relinquished term.

Term. The periods of service of the members shall commence on August 5, 2013 and expire as noted above.

CHAPTER II

BOARD, COMMISSION, AND COMMITTEE APPOINTMENT PROCESS

Application Process. Citizens interested in serving on a board, commission, committee or separate legal entity can obtain an application from the City Secretary's office at City Hall or from the City's website, www.tomballtx.gov. The completed application can be submitted directly to the Mayor or returned to the City Secretary's office. Applications are valid for two years, after which a new application must be submitted.

Appointment Process. The City of Tomball City Council makes appointments to City of Tomball Boards, Commissions, Committees, and separate legal entities. The City Council considers applications to these boards during regular City Council meetings.

Notice of Appointment. After the City Council appoints a person to serve as a member of a Board, Commission, Committee or separate legal entity, the City Secretary will notify the appointee in writing of the appointment. Generally, the City Council will appoint members to no more than three (3) consecutive terms of service on a single board.

Eligibility and Qualifications. The Tomball City Council seeks qualified persons to serve on Boards, Commissions and Committees. The qualifications required to serve on a particular Board, Commission or Committee are determined by City of Tomball Home Rule Charter, Ordinance, or by the State law which established the Board, Commission, or Committee.

Appointments to Boards, Commissions, Committees or separate legal entities that do have eligibility requirements must be made in accordance with the governing City Home Rule Charter, City Ordinance or State statutes. Board, Commission or Committee members must continue to meet the eligibility requirements during the entire time they serve. If a member cannot continue to maintain the necessary requirements he/she shall resign his/her position.

Nepotism. Section 6.05 of the Home Rule Charter provides that no officer of the City or officer of any City Board shall appoint, or vote for or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second-degree of affinity (by marriage) or within the third-degree by consanguinity (by blood) to the person so appoint or so voting, or related to any other member of the governing body or board of the City.

Oath of Office. Upon appointment, an oath of office is administered to all members of Boards, Commissions, and Committees. The oath of office can be administered by the City Secretary or designee or a City-employed Notary Public for the State of Texas.

Open Meetings Act Training. Upon appointment, each new board member is required to complete the Open Meetings Act Training as required by the State of Texas Attorney General within ninety (90) days of his/her appointment and provide a certificate of completion to the City Secretary for the City's records.

CHAPTER III

MEETINGS

Role of the Chair. The function of the Chair is to provide leadership for the group. The Chair is selected by other board members in a method agreeable to all board members. There are certain duties and responsibilities that must be performed.

The Chair can ensure the smooth operation of the board, commission or committee. The Chair must be strong enough to make certain that the meeting is run by the rules, but democratic enough to use the power and authority of the position wisely. The Chair's ability to handle meetings will have a significant impact on operation and effectiveness.

The Chair must make certain that discussions do not get sidetracked on minor issues and must have the ability to remain focused on the agenda.

The Role of Other Officers. The Vice-Chair will serve as Chair in the absence of the Chair. Other officers and duties shall be determined by the respective board, commission, or committee.

The Agenda. The agenda should always be prepared prior to the meeting and copies given to all Board, Commission, or Committee members. Extra copies of the agenda should be available for the public.

The agenda is prepared by the department head or staff person assigned to the Board, Commission or Committee. Certain Boards, Commissions and Committees are required by the state, in the Open Meetings Act, to post the agenda publicly, at least 72 hours prior to the meeting and it is a City of Tomball practice that all boards, commissions and committees follow these procedures.

Parliamentary Procedures. Meetings of Boards, Commissions and Committees are generally conducted under standard parliamentary rules, i.e., *Robert's Rules of Order*, as adopted by that body.

Public Hearings. These hearings are open forums that allow the public an opportunity to express their opinions on a specific issue. Public Hearings are generally conducted in the following manner:

1. The Chairman of the Board, Commission or Committee formally opens the public hearing.
2. The applicant's presentation of his request.
3. Proponents (those in favor) of a measure speak first.
4. Opponents (those against) speak second.

After hearing all who wish to comment on the issue, the proponents are allowed to give a rebuttal and summarize their position, and then the Chair formally closes the Public Hearing.

Members of the Board, Commission or Committee may ask questions at any time of the witness, if recognized by the Chair. Members are encouraged to ask questions even after the hearing is closed. After the Public Hearing is closed, members of the public may speak ONLY when recognized by the Chair.

A time limit for individual speakers may be set by the Board, Commission or Committee for purposes of order and equity before the Public Hearing begins.

Signing the Minutes for the Meeting. The minutes of Boards, Commissions and Committees MUST be signed by the Chair and the Secretary once the minutes are approved by a majority vote of the members of the Board, Commission or Committee.

Meeting Attendance. Every Board, Commission or Committee member is expected to maintain a suitable attendance record. It is important to keep in mind that attendance is very important to the Board, Commission or Committee. Because attendance is important, the City Council has adopted an attendance policy of no more than three (3) consecutive absences without an excuse for regular board, commission or committee members. The Chair of the Board, Commission or Committee can excuse a member's absence.

The term "meetings" includes all meetings of the board and all meetings of the board's subcommittees on which the member serves. The Secretary of the Board, Commission or Committee is responsible for keeping track of the members' attendance. If a member does not follow the attendance policy set for the board, commission or committee, the member can be removed from service by a vote of the City Council.

Working with City Staff. Each Board, Commission, or Committee member is encouraged to work closely with City staff and with the appropriate department staff assigned to that Board, Commission or Committee. City staff is assigned to provide general assistance, such as preparation of agenda materials and general review of department programs and activities, and to perform limited studies and other services.

Reporting to the City Council. The Council is dependent on each Board, Commission or Committee to make recommendations to City projects. It is through the Boards, Commissions and Committees that the City Council can receive community input. All Boards, Commissions and Committees are encouraged to communicate the position of the body to the City Council and, from time-to-time, may want to visit informally with a Council member.

There will be occasions when City staff will be required to prepare an agenda item for City Council review. In preparation of such a report, the staff member should present both the staff position and Board, Commission or Committee's position. The position of a member not voting in the majority on an item should also be presented in the staff report if indicated by the member.

It is the desire of the City Council to have an opportunity to hear and consider all sides of an issue and alternative recommendations to assist in their decision-making process.

CHAPTER IV

RESPONSIBILITIES OF THE MEMBERS OF BOARDS, COMMISSIONS AND COMMITTEES

General. It is an honor to be selected as a City Board, Committee, or Committee member and it provides an unusual opportunity for genuine public service. Although specific duties of each body vary widely, there are certain responsibilities that are common to all members. The following is a summary of those responsibilities:

1. Members should understand the role and scope of their responsibilities and should be informed of the individual board, commission or committee's purpose and of its operating procedures.
2. Members should be careful to represent the majority views of their individual board, commission or committee. Individual "opinions" to the public and press should be identified as such.
3. Members should represent the public interest and not special interest groups.
4. Good communication is essential - members are in a position to serve as liaison between the City and its citizens and can help to reconcile opposing viewpoints and to build a consensus around common goals and objectives. Members serve as a communication link between the community, staff, and City, presenting recommendations and providing a channel for citizen expression.
5. Members are encouraged to review their agenda packets, contact City staff with questions, and be thorough in their recommendations; if possible, members should personally view situations under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. Conclusions based on preparedness will strengthen the value of the group's recommendations.
6. Members are encouraged to establish a good working relationship within the group; respect individual viewpoints; allow other members time to present their views fully before making comments; be open and honest; welcome new members.
7. Council appointments to boards, commissions or committees are made without regard to political party affiliation. Members are not restricted from participating in political activities; however, members should not use or involve their membership in the conduct of political activities.

Open Meetings Act. Texas Law requires that every meeting of the City Council be open to the public. The law also requires all Boards and Commissions, other than Advisory Boards, Commissions, and Committees, to follow this as well. In Tomball, all Boards, Commissions and Committees follow the procedures for open meetings.

- a. A Posted Notice is required of a meeting. Written notice of the date, hour, place and subject of each meeting must be posted on a public bulletin board, located at a place convenient to the public for at least 72 hours preceding the scheduled time of the meeting. Only those matters posted can be discussed and acted on by the governmental body.

- b. Minutes are required to be prepared or a tape recording made of each open meeting. Minutes must state the subject of each deliberation and indicate each vote, order, decision or other action taken.
- c. Closed Meetings. The Texas Open Meetings Act does allow for closed or executive meetings on a few limited subjects. Generally, Boards, Commissions or Committees will not have occasion or legal basis to meet in closed or executive session. Closed meetings are allowed to discuss pending litigation, certain personnel matters, and the lease or acquisition of land. However, before a closed meeting can be held, a quorum of the governmental body must convene in an open meeting and the presiding officer publicly announce that a closed meeting will be held and identify the sections of the Open Meeting Act authorizing the closed meeting. No final action, decision, or vote can be made in a closed meeting. All final actions, decisions, and votes must be made in open meetings. Further, the governmental body is required to keep a certified agenda of the matters discussed in the closed meeting and a record of any further action taken. The presiding officer must include an announcement at the beginning and end of the closed meeting indicating the time and place, and must certify that the agenda is a true and correct record of the proceedings. Blank certified agenda forms for use by presiding officers are available in the City Secretary's office. In lieu of maintaining a certified agenda, a tape recording of the closed meeting may be made.
- d. Penalties. A fine of not less than \$100 nor more than \$500 or imprisonment in the county jail for not less than one month nor more than six months, or both fine and imprisonment, can be imposed for violating the provisions of the Open Meetings Act or conspiring to circumvent the provisions of the Open Meetings Act by meeting in numbers less than a quorum for the purposes of secret deliberations.

Open Records Act. Texas law also requires that virtually all information held by a governmental body must fall under the rules of the Texas Open Records Act. If a request for information is received by a Board, Commission or Committee, the City Secretary should be notified for the proper procedure.

CHAPTER V

LEGAL LIABILITY

Personal Liability. Board, commission or committee members cannot be held personally liable for erroneous acts while honestly exercising the functions of their offices in good faith. The only time a member can be held personally liable is when they act outside the scope of their office and in bad faith. When members of City Boards, Commissions or Committees are acting in good faith and within the bounds allowed by the City, state and federal law, the City will provide a defense for such members to the greatest extent permissible. However, if a Board, Commission or Committee member acts fraudulently, maliciously, or in violation of a criminal law while serving in his/her official capacity, the City generally will not provide that member a defense.

Board Liability. A city, its officers, and members of boards, commissions or committees as a governmental entity, must treat all individuals or groups in the same manner unless there is a compelling governmental interest to treat someone or some group differently. Therefore, the City Attorney should be consulted concerning whether or not an individual or group can be treated differently. If an officer or board, commission or committee member illegally discriminates against an individual or group, that individual or group can seek damages from the City and from the individual officer for a violation of rights under the state and federal civil rights statutes.

The above discussion is by no means intended to be a comprehensive and complete discussion of legal liabilities to which the City or Board, Commission or Committee member may be subjected.

Board, Commission or Committee members are strongly encouraged to consult with the City Attorney anytime they feel their actions while serving on such Board, Commission or Committee may have some legal consequences. The law in this area is quite complex and requires a thorough analysis of the law and facts pertaining to each particular situation.



CHAPTER VI
CODE OF ETHICS OF
THE CITY OF TOMBALL, TEXAS

ORDINANCE NO. 93-06

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING THE CODE OF ORDINANCES BY ADDING A NEW ARTICLE III, DIVISION 4, TO CHAPTER 2 OF THE CODE TO ESTABLISH A CODE OF ETHICS FOR CITY OFFICERS AND EMPLOYEES; CONTAINING DEFINITIONS; PROVIDING A PENALTY IN AN AMOUNT OF \$500 PER OFFENSE, OR AS PROVIDED BY STATE LAW; DIRECTING PUBLICATION OF THE CAPTION OF THIS ORDINANCE; FINDING THAT THE MEETINGS AT WHICH THIS ORDINANCE IS CONSIDERED ARE OPEN TO THE PUBLIC; PROVIDING FOR SEVERABILITY AND THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING OTHER DETAILS RELATING TO THE PASSAGE OF THIS ORDINANCE.

* * * * *

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

Section 1.0. That Chapter 2 of the Code of Ordinances of the City of Tomball, Texas, is hereby amended by adding a new Article III, Division 4, which provides as follows, and which shall be renumbered to conform to the numbering system of such Code:

“CODE OF ETHICS OF
THE CITY OF TOMBALL, TEXAS”

1.0. Declaration of Policy.

It is hereby determined by the City Council of the City of Tomball, Texas, that the proper operation of government requires that public officers and employees be independent and impartial; that the government’s decisions and policies be made within the proper channels of the governmental structure; that a public office not be used for personal gain; and that the public have confidence in the integrity of its government and its governmental officials.

The purpose of this Code is to enumerate existing state laws which regulate the conduct and activities of City officers and employees, and to promulgate such additional minimum standards as are deemed necessary and appropriate to assure the faithful and impartial administration of the City’s government.

2.0. Definitions.

For the purposes of this Code of Ethics the following words, terms, and phrases shall have the meanings ascribed thereto:

2.01. **City Employee.** Any person employed by the City, including those individuals employed on a part-time basis.

2.02. **City Officer.** The Mayor, members of the City Council, the City Manager, City Secretary, Municipal Court Judge and Clerk, Alternate Judges, and Substitute Judges, and each member and alternate member of all of the City Boards, Commissions, and Committees.

2.03. **City Official.** A City officer or City employee.

3.0. Ethical Principles.

The following Code of Ethics for all City officers and employees is adopted. To further the objectives of this Code of Ethics, certain ethical principles shall govern the conduct of every officer or employee, who shall:

1. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and confidence of the citizens of Tomball;
2. Recognize that the chief function of local government at all times is to serve the best interests of all of the people;
3. Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources;
4. Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the Council or the City. Do not seek or accept gifts or special favors; believe that personal gain by use of confidential information or by misuse of public funds or time is dishonest;
5. Recognize that public and political policy decisions, based on established values, are ultimately the responsibility of the City and City Council; and
6. Conduct business in open, duly noticed meetings in order to be directly accountable to the citizens of Tomball. It is recognized that certain exceptions are made by the State for executive sessions; however, any action as a result of that type of meeting will be handled later in open session.

4.0. Standards of Conduct.

In order to more fully effectuate the policy declared in this Code of Ethics, to assure that all City officials act and conduct themselves both inside and outside the City's service so as to give no occasion for distrust of their integrity, and to avoid even the appearance of impropriety by any City official, the following standards of conduct are adopted.

4.01. Grant of Special Consideration.

No City official shall grant any special consideration, treatment, or advantage to any citizen, individual, business organization, or group beyond that which is normally available to every other citizen, individual, business organization, or group. This shall not prevent special considerations authorized and granted by the City Council for the purpose of creating incentives necessary to secure or retain employees.

4.02. Appearances on Behalf of Private Interests.

No City official shall represent or appear on behalf of private interests of others before any agency of the City, or any City board, commission, committee, or City Council concerning any case, project, or matter over which the official exercises discretionary authority, nor shall a City official represent any private interest of others in any action or proceeding involving the City, nor voluntarily participate on behalf of others in any litigation to which the City is a party.

4.03. Appearances by Past Officials.

No City official, holding a position which involves decision-making, advisory, or supervisory responsibility, shall, within twelve (12) months following the end of service with the City, represent or appear on behalf of private interests of others before the City or any agency thereof concerning any case, project, or matter over which the official has exercised discretionary authority.

4.04. Securing Special Privileges.

No City official shall use his official position to secure special privilege or exemption for himself or others.

4.05. Gifts.

No City official shall accept or solicit any gift or favor that could reasonably tend to influence that individual in the discharge of official duties or that the official knows or should know has been offered with the intent to influence or reward official conduct.

4.06. Disclosure or Use of Confidential Information.

No City official shall disclose any confidential information gained by reason of his office or employment with the City, concerning any property, operation, policy, or affair of the City, or use such confidential information to advance any personal interest, financial or otherwise, of such official or others.

4.07. Incompatible Outside Activities.

No City official shall engage in any outside activity which will conflict with, or be incompatible with, the City office or employment.

4.08. Incompatible Employment.

No City official shall accept outside employment which is incompatible with the full and proper discharge of his or her duties and responsibilities with the City, or which might impair his or her independent judgment in the performance of his or her public duty.

4.09. Use of City Property for Personal Use.

No City official shall use City supplies, equipment, vehicles, or facilities for any purpose other than the conduct of official City business, unless otherwise specifically provided for by law, ordinance, or City policy.

5.0. State Laws Governing Conduct.

5.01. Conflicts of Interest.

- 5.01.01. Pursuant to §171.001 et seq., Texas Local Government Code, a local public official having a substantial interest in a business entity or piece of real property must file, before any vote or decision is made on any matter affecting the business entity or real property, an affidavit stating the nature and extent of the interest. The official must file the affidavit with the City Secretary, and is required to abstain from any further participation in the matter if (1) the proposed action would have a special economic effect on the business entity that is distinguishable from the effect on the public, or (2) it is reasonably foreseeable that the action would have a special economic effect on the value of the real property which is distinguishable from its effect on the public. An exception to the abstention rule is provided in cases where a majority of members of the entity are likewise required to and do file affidavits.
- 5.01.02. A substantial interest in a business entity exists when the official (1) owns ten percent (10%) or more of the voting stock or shares of the business entity, or (2) owns ten percent (10%) or more or \$5,000 or more of the fair market value of the business entity, or (3) has received from the business entity funds which exceed ten percent (10%) of the official's gross income for the prior year.
- 5.01.03. A substantial interest in real property exists when the official has an equitable or legal interest in such property which has a fair market value of \$2,500 or more.
- 5.01.04. A local public official means a member of the City Council or other official of the City, paid or unpaid, who exercises responsibilities which are more than advisory only. A business entity means any entity recognized by law.
- 5.01.05. It is an offense for a local public official to act as a surety for a business entity that is contracting with the City, or to act as a surety on any official bond required of an officer of the City. §171.003.

5.01.06. A local public official is considered to have a substantial interest if a person related to the official in the first degree by consanguinity or affinity has a substantial interest. §171.002(c).

5.01.07. The provisions of §171.001 et seq., are IN ADDITION to any other municipal charter provisions or municipal ordinances defining and prohibiting conflicts of interest.

5.02. Bribery.

It is unlawful for a City official to accept or agree to accept (1) any benefit as consideration for a decision, opinion, recommendation, vote, or other exercise of discretion as a public servant or (2) any benefit as consideration for a decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding, or (3) any benefit as consideration for a violation of a duty imposed by law on a public servant. §36.02, Penal Code.

5.03. Gifts to Public Servants.

5.03.01. It is unlawful for a City official to solicit, accept, or agree to accept any benefit from a person the official knows is subject to regulation, inspection, or investigation by the official or the City. §36.08(a), Penal Code.

5.03.02. In the event of litigation involving the City, it is unlawful for any City official to solicit, accept, or agree to accept any benefit from a person against whom the official knows litigation is pending or contemplated by the official or the City. §36.08(c), Penal Code.

5.03.03. It is unlawful for a City official who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions of government to solicit, accept, or agree to accept any benefit from a person the official knows is interested in or likely to become interested in any contract, purchase, payment, claim, or transaction involving the exercise of his discretion. §36.08(d), Penal Code.

5.03.04.1 It is unlawful for a City official who has judicial or administrative authority, is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decision, to solicit, accept, or agree to accept any benefit from a person the official knows is interested in or likely to become interested in any matter before the official or tribunal. §36.08(e), Penal Code.

5.03.05. Exceptions to Gifts to Public Servants.

The provisions of §36.08, Penal Code, described above, do not apply to (1) fees prescribed by law to be received by the public official or any other benefit to which the official is lawfully entitled and for which the

official has given legitimate consideration; (2) gifts or other benefits conferred on account of kinship or personal, professional, or business relationships independent of the official's status with the City; (3) certain honorariums in consideration of legitimate services; (4) benefits consisting of food, lodging, transportation, or entertainment accepted as a guest and reported as required by law; or (5) benefits for which statements must be filed pursuant to §251.001 and §251.012, Texas Election Code, if the benefit and source of any benefit exceeding fifty dollars (\$50.00) is reported and the benefit is used solely to defray expenses which accrue in the performance of duties or activities in connection with office which are nonreimbursable by the City. §36.10, Penal Code.

5.04. Tampering with Governmental Records.

It is unlawful for any person to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use any record, document, or thing with knowledge of its falsity with the intent that it be taken as a genuine governmental record, or to intentionally destroy, conceal, remove, or otherwise impair the verity, legibility, or availability of a governmental record. §36.10, Penal Code.

5.05. Impersonating Public Servant.

It is unlawful for any person to impersonate a City official with intent to induce another to submit to his pretended official authority or to rely on his pretended official acts. §37.11, Penal Code.

5.06. Misuse of Official Information.

It is unlawful for a City official, in reliance on information to which he has access as a result of his office and which has not been made public, to acquire or aid another in acquiring a pecuniary interest in any property, transaction, or enterprise that may be affected by the information or to speculate or aid another in speculating on the basis of the information. §39.03, Penal Code.

5.07. Disrupting Meeting or Procession.

It is unlawful for any person, with intent to prevent or disrupt a lawful meeting, to obstruct or interfere with the meeting by physical action or verbal utterance. §42.05, Penal Code.

5.08. Official Oppression.

It is unlawful for a City official to intentionally subject another to mistreatment or to arrest, detention, search, seizure, dispossession, assessment, or lien that he knows is unlawful, to intentionally deny or impede another in the exercise or enjoyment of any right, privilege, power, or immunity, knowing his conduct is unlawful, or to intentionally subject another to sexual harassment. §39.02, Penal Code.

5.09. Official Misconduct.

It is unlawful for a City official, with intent to obtain a benefit or with intent to harm another, to intentionally or knowingly violate a law relating to his office or employment or to misapply any thing of value belonging to the government that has come into his custody or possession by virtue of his office of employment. §39.01, Penal Code.

5.10. Nepotism.

It is unlawful for any City official to appoint, or vote for the appointment, to any office, employment or duty, of any person related within the second degree by affinity or within the third degree by consanguinity to the person so appointing or so voting, or to any other member of a board or governing body to which the person so voting or appointing may be a member, when the salary, fees, or compensation of such appointee is to be paid out of public funds. An exception is provided for persons who have been continuously employed in such office, employment or duty for the following periods prior to the election or appointment, as applicable, of the officer or member related to such employee in the prohibited degree: (1) at least thirty (30) days, if the officer or member is appointed, or (2) at least six (6) months, if the officer or member is elected.

When a person is allowed to continue in an office, position, or duty because of an exception above, the officer who is related to such person in the prohibited degree shall not participate in the deliberation or voting upon the appointment, reappointment, employment, confirmation, reemployment, change in status, compensation, or dismissal of such person, if such action applies only to such person and is not taken with respect to a bona fide class or category of employees. Art. 5996a, Tex. Rev. Civ. Stat. Ann.

5.11. Disclosure of Interest in Property.

It is unlawful for a City official, or a person elected, appointed, or employed as a City official but for which office such person has not yet qualified, to fail to make public disclosure of any legal or equitable interest he may have in property which is acquired with public funds, provided such official has actual notice of the acquisition or intended acquisition. The public disclosure required is the filing of an affidavit with the county clerks of all counties in which the property is located and wherein the official resides at least ten (10) days prior to the acquisition. Article 6252-9e, Tex. Rev. Cit. Stat. Ann.

6.0. Violations.

6.01. Any person violating any standard contained in Article 4.0 above shall be deemed guilty of a misdemeanor and, upon conviction thereof shall be fined in an amount not to exceed \$500. Each day of violation shall constitute a separate offense.

6.02. Penalties for violations of conduct described in Article 5.0 above are as set forth in the applicable statutory provision.”

Section 7.0. Publication; Effective Date; Open Meetings.

The City Secretary of the City of Tomball, Texas, is hereby directed to publish this Ordinance in the official newspaper of the City of Tomball, Texas, in compliance with the provisions of Section 6.14(A) of the City Charter, which publication shall be sufficient if it contains the caption of this Ordinance. This Ordinance shall be effective after the publication requirement of the City Charter is satisfied.

It is found and determined that the meetings at which this Ordinance was considered were open to the public, as required by Article 6252-17, V.A.T.C.S., and that advance public notice of the time, place, and purpose of the meetings was given.

Section 8.0. Severability. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid and held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional, and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 9.0. Rights and Remedies; Repeal; Code of Ordinances.

All rights and remedies which have accrued in favor of the City under this chapter and its amendments shall be and are preserved for the benefit of the City.

All ordinances in force when this Ordinance becomes effective and which ordinances are inconsistent herewith or in conflict with this Ordinance are hereby repealed, insofar as said ordinances are inconsistent or in conflict with this Ordinance.

The provisions of this Ordinance shall be included and incorporated as an amendment to the Code of Ordinances of the City of Tomball, Texas, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

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 3rd DAY OF May , 1993.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN WILEY	<u>AYE</u>
COUNCILMAN MATHESON	<u>AYE</u>
COUNCILMAN OLDHAM	<u>AYE</u>
COUNCILMAN WOOD	<u>AYE</u>

SECOND READING:

READ, PASSED, APPROVED, AND ADOPTED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 17th DAY OF May, 1993.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN WILEY	<u>AYE</u>
COUNCILMAN MATHESON	<u>ABSENT</u>
COUNCILMAN OLDHAM	<u>AYE</u>
COUNCILMAN WOOD	<u>AYE</u>

[signed] H. G. Harrington
H. G. (Hap) Harrington

ATTEST:

[signed] Mary Reagan
Mary Reagan, City Secretary

APPROVED AS TO FORM:

[signed] Mario L. Dell'Osso
Mario L. Dell'Osso
Olson & Olson
Attorneys for the City of Tomball

APPENDIX A

DEFINITIONS

- “Affinity” means a relation by marriage.
- “Business entity” means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust or any other entity recognized by law.
- “Board” or “Body” means any board, commission, agency or committee of the City created by the passage of a City Ordinance or Resolution with decision or advisory making authority designated as a board, commission, agency or committee by the City Council.
- “City” means the City of Tomball.
- “City Council” means the City Council of the City of Tomball.
- “Closed meeting” means a meeting closed to the public that complies with specific state statutes.
- “Consanguinity” means a relation or connection by blood.
- “Degree” relating to consanguinity and affinity.
- First degree of consanguinity means parents, children and siblings
- First degree of affinity means spouse, in laws/parents, children and siblings
- Second degree means grandparents, grandchildren, aunts, uncles, nephews, nieces and first cousins
- “Deliberation” means a verbal exchange during a meeting between a quorum of a governmental body, or between a quorum of a governmental body and another person, concerning an issue within the jurisdiction of the governmental body or any public business.
- “Employee” means a person who is employed by the City.
- “Ex officio” means by virtue or because of an office.
- “Governmental” means a board or commission that has rule-making, quasi-judicial, or advisory power and that is classified as a department, agency or political subdivision of a county or municipality.

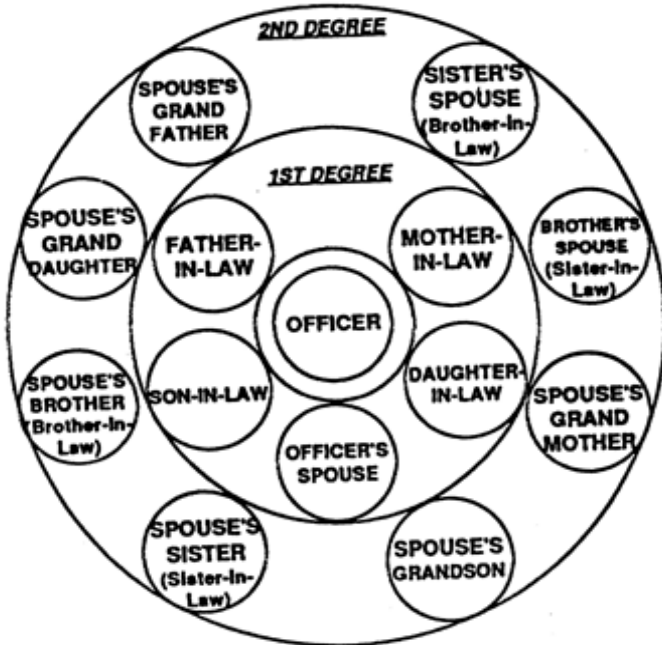
“Governing body”	“He,” “his” or “him” means the Tomball City Council and every Board, Commission, or Committee that exercises decision-making authority on behalf of the City and shall include the female gender as well as the masculine.
“Incidental Interest”	means an interest in a person, entity or property which is not a substantial interest and which has insignificant value or which would be affected only in a de minimis fashion by a decision.
“Judicial”	the power to judge, to administer justice and interpret laws and ordinances.
“Meeting”	means a deliberation between a quorum of a governmental body, or between a quorum of a governmental body and another person, during which public business or public policy over which the governmental body has supervision or control is discussed or considered or during which the governmental body takes formal action. The term does not include the gathering of a quorum of a governmental body at a social function unrelated to the public business.
“Member”	means a member of a board.
“Person”	means any individual, firm, trust, corporation, partnership or any other legal entity.
“Quorum”	means the prescribed number of members of any body that must be present to legally transact business.
“Remote Interest”	means an interest of a person or entity, including an Officer or Member who would be affected in the same way as the general public. The interest of a council member in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or similar decisions is incidental to the extent that the council member would be affected in common with the general public.
“Substantial Interest in a business entity or real property”	<p>means an individual, firm, trust, corporation, partnership or any other legal entity:</p> <ol style="list-style-type: none"> 1) with respect to a business entity, the interest is ownership of ten percent (10%) or more of the voting stock or shares of the business entity or ownership of either ten percent (10%) or more or Fifteen Thousand Dollars (\$15,000) or more of the fair market value of the business entity.

- 2) with respect to a business entity, funds received by the person from the business entity exceed ten percent (10%) of the officer or member's gross income for the previous year.
- 3) with respect to real property, equitable or legal ownership with a fair market value of Two Thousand Five Hundred Dollars (\$2,00) or more

or, as established from time to time in Section 171.002, Texas Local Government Code.

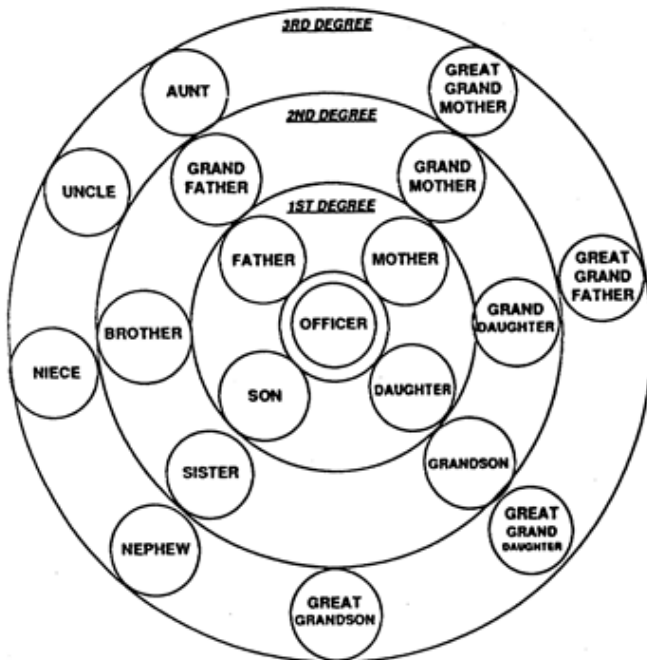
APPENDIX B

CHART OF KINSHIP



Affinity Kinship Chart

The chart to the left shows: *Affinity Kinship (relationship by marriage)



Consanguinity Kinship Chart (Blood)

The chart to the right shows: *Consanguinity Kinship (relationship by blood) for purposes on interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021-.025.

APPENDIX C

ROBERT'S RULES OF ORDER RELATING TO MOTIONS

MOTION	DEBATABLE	DEBATE CONFINED TO PENDING QUESTION	CAN BE AMENDED	CAN RECONSIDER	REQUIRES MAJORITY VOTE	MUST BE SECONDED	OUT OF ORDER WHEN ANOTHER HAS THE FLOOR
Adjourn	No	Yes	No	No	Yes	Yes	Yes
Adopt/Accept a Report	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Adopt Constitutions, By-laws, and Rules of Order	Yes	Yes	Yes	1	Yes	Yes	Yes
Adopt Standing Rules	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Amend	2	Yes	Yes	Yes	Yes	Yes	Yes
Amend an Amendment	2	Yes	No	Yes	Yes	Yes	Yes
Amend Constitution, By-laws, and Rules or Order	Yes	Yes	Yes	1	3	Yes	Yes
Amend Standing Rules	Yes	Yes	Yes	Yes	4	Yes	Yes
Appeal (excluding Indecorum)	Yes	Yes	No	Yes	Yes	Yes	No
Debate, to Close, Limit or Extend	No	Yes	Yes	Yes	No	Yes	Yes
Division of Assembly	No	Yes	No	No	Yes	No	No
Division of Question	No	Yes	Yes	No	Yes	5	5
Fix the Time to Adjourn	6	Yes	Yes	Yes	Yes	Yes	Yes
Informal Consideration of Question	Yes	Yes	No	1	Yes	Yes	Yes
Lay on the Table	No	Yes	Yes	No	Yes	Yes	Yes
Main Motion or Question	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Nomination, to Make	Yes	Yes	No	No	Yes	No	Yes
Nominations, to Close	No	Yes	Yes	No	No	Yes	Yes
Nomination, to Re-open	No	Yes	Yes	1	Yes	Yes	Yes
Objection to Consideration of a Question	No	Yes	No	1	7	No	No

MOTION	DEBATABLE	DEBATE CONFINED TO PENDING QUESTION	CAN BE AMENDED	CAN RECONSIDER	REQUIRES MAJORITY VOTE	MUST BE SECONDED	OUT OF ORDER WHEN ANOTHER HAS THE FLOOR
Order, Question of	No	Yes	No	No	Yes	No	No
Order, to Make a Special	Yes	Yes	Yes	Yes	No	Yes	Yes
Orders of the Day, to Call for	No	Yes	No	No	Yes	No	No
Parliamentary Inquire	No	Yes	No	No	Yes	No	No
Postpone Definitely (to Certain Time)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Postpone Indefinitely	Yes	No	No	8	Yes	Yes	Yes
Previous Question	No	Yes	No	9	Yes	Yes	Yes
Privilege, to Raise Question of	No	Yes	No	No	Yes	No	No
Recess, to Take a	6	Yes	Yes	No	Yes	Yes	Yes
Reconsider	2	10	No	No	Yes	Yes	Yes
Substitute (same as Amend)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Suspend the Rules	No	Yes	No	No	No	Yes	Yes
Take from the Table	No	Yes	No	No	Yes	Yes	Yes
Withdraw	No	Yes	No	1	Yes	No	Yes

FOOTNOTES TO TABLE OF ROBERT'S RULES OF ORDER

1. An affirmative vote on this motion cannot be reconsidered.
2. Undebatable when the motion to be amended, reconsidered, or rescinded is undebatable.
3. Constitutions, By-Laws, and Rules of Order before adoption are in every respect main motions and may be amended by majority vote. After adoption they require prior notice and 2/3 vote for amendment.
4. Standing Rules may be amended at any time by a majority vote if previous notice has been given, or by a 2/3 vote without notice.
5. If resolutions or propositions relate to different subjects that are independent of each other, they must be divided on the request of a single member, which may be made when another has the floor. If they relate to the same subject and yet each part can stand alone, they may be divided only on a regular motion and vote.
6. Undebatable if made when another question is before the assembly.
7. The objection can be made only when the question is first introduced, before debate. A 2/3 vote must be opposed to the consideration in order to sustain the objection.
8. Negative vote on this motion cannot be reconsidered.
9. Cannot be reconsidered after a vote has been taken under it.
10. Opens to debate main question when latter is debatable.

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on _____(date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

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

Signature of Applicant for Appointment

Printed Name of Applicant

Date:



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: 8-12-24

Name: Billy Hemby

Phone: _____ (Home)

Address: _____

Phone: _____ (Work)

City/State/Zip _____

Cell: _____

Email: Billy Hemby @ AOL.com

I have lived in Tomball 47 years.

I am am not ___ a U.S. Citizen

Occupation: Consulting work

Professional and/or Community Activities:

10 YEARS Member of the Houston Livestock & Meats Metro
GO TO Committee Life time Member of Montgomery County
Fair Assn. Past member & President North Star Estates
HOA Vice President of Oklahoma Community Assn.

(SEE BIO) Attached

Additional Pertinent Information/References: _____

Bruce Helgeson
Diana Brownings
Carl Kleimann
Dyana McCool

Please attach a short biography to this application.

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

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

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

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

Decision-Making Boards and Commissions

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

Meeting Information

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

Separate Legal Entities

- () Tomball Economic Development Corporation

- () Tomball Regional Health Foundation

Meeting Information

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

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

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



Signature of Applicant

(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cs0@tomballtx.gov
office: 281-351-5484
fax: 281-351-6256

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

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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.

Bill Henry
 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]
 Signature of vendor doing business with the governmental entity

8-27-24
 Date

**LOCAL GOVERNMENT OFFICER CONFLICTS
DISCLOSURE STATEMENT**

FORM CIS

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

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

OFFICE USE ONLY

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

Date Received

1 Name of Local Government Officer

Billy Handy

2 Office Held

Chairman BOA

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

NA

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

NA

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 _____

NA 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 *Billy Handy* and my date of birth is _____

My address is _____

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

Executed in *Harris* County, State of *TX*, on the *27* day of *August*, 20*24*

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.

B. Handy
Board Member's Signature

8-12-24
Date

Billy Handy
Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on _____ (date).


I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

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



Signature of Applicant for Appointment



Printed Name of Applicant



Date:

Billy Hemby



Good day, I [REDACTED] have lived in Tomball since the 1980's and have had the privilege of seeing Tomball continue to grow into the town it is now. I have a good friend that I had the pleasure of serving on a Rodeo Committee with, Mary Regan which at the time was the COT assistant manager. She mentioned to me that she thought I would be a good candidate to serve on the BOA committee. I submitted my paperwork and was designated as an alternate to start and then on August 20, 2012, I had the honor of being appointed to the committee where I have served for 12 years and been the Chairman for the last 4-5 years.

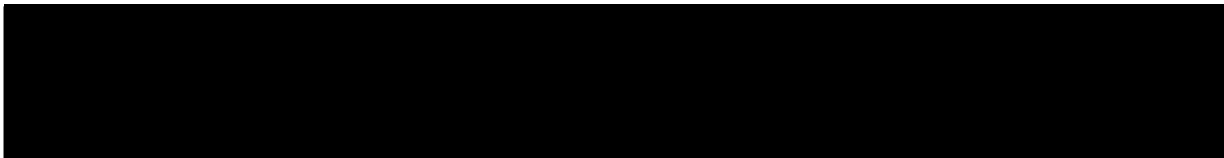
I serve on this Board and other committees and only do this if I think I can add value and help improve.

Other positions I am involved with.

- *Lifetime Member of the HLS&R**
- *Past Captain – Tomball/Magnolia/Montgomery Metro Rodeo Committee**
- *Past Vice Chairman – Houston Metro Go Texan Rodeo Committee**
- *Current Member – Tomball/Magnolia/Montgomery Metro Rodeo Committee – 32 years**
- *Lifetime member of the Montgomery County Fair Association**
- *Past President of the North Star Estates HOA**
- *Vice President of the Oklahoma Community Cemetery Association**

My previous employment I had been in the beverage industry for the past 42 years where I was the Vice President of Highland Distributing Company and was also previously doing consulting work for Stevenson Distributing.

I am currently working for Stargate Manor doing consulting work.



I look forward to continuing to serve the City of Tomball and the Board of Adjustments committee.

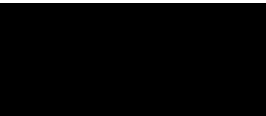
If you need any references on my commitment to serve or on me personally you may contact the following:

- Carl Kleimann**
- Bruce Hillegeist**
- Sandy Krug**
- Diana Browning**

Respectfully,

A handwritten signature in black ink, appearing to read "Billy Hemby".

Billy Hemby



Billy Hemby

Experience

June 10, 2024 to Current Stargate Manor

Consulting

- Working close with owner reviewing business and helping with everyday needs
- Assisting to help evaluate value of Company
- Assisting with owner on personal issues

Nov 2021 to Dec 31,2023 Stevenson Distributing

Consulting

- Worked close with ownership in reviewing warehouse efficiency's
- Responsible for ensuring that warehouse employees understood their job responsibilities
- Worked with warehouse managers to ensure loads were being built efficiently and correct with minimal errors
- Assisted with the development and training of current and new employees
- Assisted in management meetings to offer insight to the business
- Reviewed and discussed Gross Margin reports for accuracy and opportunities

Oct 2008 to 2021 Highland Distributing

Vice President

- Worked close to our distributor to obtain correct distribution and sales forecast and goals
- Responsible for overseeing our past warehouse that we had leased to buyer of our recent sale
- Facilitated the lease and collection of rent from tenant
- Worked close with owner of company researching and developing reports to assist in owners interest in the stock market
- Worked with Family in assisting in the settlement of owners Estate until Dec 2022

May 1998 to 2008 M & A Distributing / Highland Distributing

Vice President

- Company was sold in late 2008
- Obtained 6% of ownership in Company
- Responsible for supervising the on-site General Manager
- Responsible for all equipment purchases and repairs
- Responsible for all supplier relationships
- Responsible for all beer forecasts and orders, also all pricing and promotional strategies
- Work closely with General Manager developing and calling on Key Retail Buyers
- Responsible for assisting in the increase of market share
- Responsible for ensuring company had proper insurance coverage

- Responsible for employee benefits and overseeing any HR issues
- Responsible for managing and controlling expenses and increasing the company's profitability

1989–April 1998 Silver Eagle Distributors Houston, Texas

Regional Sales Manager

- Responsible for sales of Anheuser Busch products in excess of 3.5 million cases and 1250 accounts
- Responsible for increasing sales in both On and Off Premise and Draught accounts
- Responsible for training and promotability of 46 employees
- Responsible for developing sales goals, incentive programs and maintaining monthly and annual budgets
- Responsible for maintaining Operating Budgets
- Responsible for running and distributing all sales reports
- Responsible for ordering all Point Of Sale for area
- Responsible for calling on Key Account Retailers

Area Sales Manager

- Responsible for sales of Anheuser Busch products in excess of 2 million cases and 1000 accounts
- Responsible for increasing sales in both On and Off Premise and Draught accounts
- Responsible for training and promotability of 25 employees
- Responsible for developing sales goals, incentive programs and maintaining monthly and annual budgets
- Responsible for running and distributing all sales reports
- Responsible for calling on Key Account Retailers

Route Supervisor

- Responsible for the supervision of 3 Routes and 275 accounts
- Responsible for increasing sales in all accounts within a certain territory
- Responsible for the training of employees within my territory

1979–1989 Highland Distributing Houston, Texas

Account Sales Representative

- Managed several positions: Route Supervisor, On Premise Manager , Draught Manager, and Account Sales Representative
- Responsible for Managing Route salesmen and their assigned accounts and territories
- Responsible for Increasing and promoting sales in the On Premise market segment
- Responsible for increasing the overall Draught business. Duties included managing 8 employees, installation of new draught accounts and providing excellent service to our existing accounts
- Responsible for sales and distribution of products in 130 accounts. Duties included rotation, maintaining and increasing box space and placing all needed Point of Sale

1976-1979 Montgomery County Precinct #3 Magnolia Texas

Machine Operator

- Operated Heavy machinery and developed and maintained streets and bridges

Education

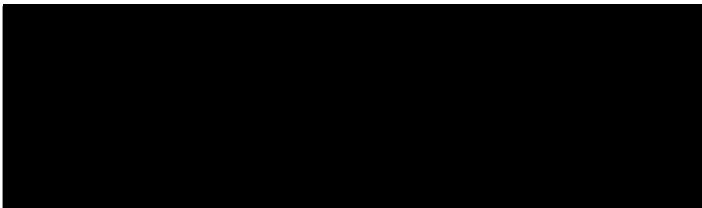
1973–1976 Magnolia High School Magnolia, Texas

Training

- Coors Draught School
- Anheuser Busch Facilitator Training Seminar
- Anheuser Busch Negotiating Training Seminar
- Anheuser Busch Beer Selling Seminar

**Awards & Special
Interests**

- Past Vice Chairman/Captain/Current Member of the Houston Livestock Show and Rodeo for 33 years
- Member Montgomery County Fair Association
- Board member for the City of Tomball's Board of Adjustment Committee
- Vice President of the Oklahoma Community Cemetery Association
- Past President of North Star Estates HOA



In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Rocky Pilgrim, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Alternate Member 2, City of Tomball Board of Adjustments of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.



Affiant

SWORN TO and subscribed before me by affiant on this 11th day of July, 2013.



Signature of Person Administering Oath

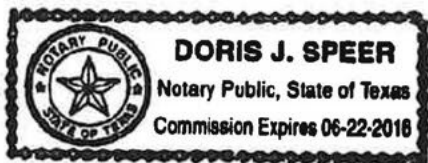
Doris J. Speer

Printed Name

City Secretary

Title

(Seal)



PLEASE TYPE OR PRINT LEGIBLY
PROVIDE ALL REQUESTED INFORMATION

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, '1(b), amended 1989)

I, Rocky Pilgrim, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

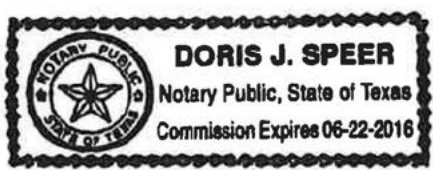
7-11-2013
Date
Affiant's Signature Rocky Pilgrim
Alternate Member 2,
City of Tomball Board of Adjustments
Position to Which Elected/Appointed
Tomball, Harris County
City and/or County

SWORN TO and subscribed before me by affiant on this 11th day of July, 2013.

Doris J. Speer
Signature of Person Authorized to Administer Oaths/Affidavits

Doris J. Speer
Printed Name
City Secretary
Title

(Seal)
Form No. 2201





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: 4/10/23

Name: Rocky Pilgrim

Phone:

Address: [REDACTED]

(Home)

Phone: [REDACTED]

(Work)

City/State/Zip [REDACTED]

Cell: [REDACTED]

Email: [REDACTED]

I have lived in Tomball 19 years.

I am x am not a U.S. Citizen

Occupation: Attorney

Professional and/or Community Activities: HLSR Volunteer, BoD and volunteer for SIRE (previous), volunteer with State Bar of Texas - Family Law Section, multiple community presentations, volunteer with city events

Additional Pertinent Information/References: ? Ernie Grandinetti has been my landlord here for over 19 years. Colleen Pye, Mary Harvey, Scott Moore (all Tejas owners), Kathleen Hauck

Please attach a short biography to this application.

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

I have served as an alternate for many years and I have committed to our community for both my business and my home. I appreciate the opportunity to give back and be a voice in our community. It has been amazing to watch the changes over the years and I am proud to have been a part of it.

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

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

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

Decision-Making Boards and Commissions

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

Meeting Information

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

Separate Legal Entities

- () Tomball Economic Development Corporation

- () Tomball Regional Health Foundation

Meeting Information

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

Ad Hoc/Advisory Committees

- (2) 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.**

Rocky Pilgrim

Digitally signed by Rocky Pilgrim
Date: 2023.04.11 09:09:12
-05'00'

Signature of Applicant

(Must be signed/signature typed in)

Please return this application to:

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

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

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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 178, Local Government Code, by a vendor who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 178.008(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>none</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>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.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>	

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

<p>This questionnaire reflects changes made to the law by H.B. 33, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>	<p>OFFICE USE ONLY</p> <p>Date Received _____</p>
<p>1 Name of Local Government Officer none</p>	
<p>2 Office Held</p>	
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>	
<p>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.</p>	
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
<p>6 SIGNATURE I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Signature of Local Government Officer</p> <p style="text-align: center;">Please complete either option below:</p> <p>(1) Affidavit</p> <p>NOTARY STAMP/SEAL</p> <p>Sworn to and subscribed before me by _____ this the _____ day of _____</p> <p>20_____, to certify which, witness my hand and seal of office.</p> <p>Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath _____</p> <p style="text-align: center;">OR</p> <p>(2) Unsworn Declaration</p> <p>My name is _____ and my date of birth is _____</p> <p>My address is _____</p> <p style="text-align: center;">(street) (city) (state) (zip code) (country)</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: center;">(month) (year)</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Signature of Local Government Officer (Declarant)</p>	

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.

Rocky Pilgrim Digitally signed by Rocky Pilgrim
Date: 2023.04.11 09:10:30 -05'00'

Board Member's Signature

4/11/2023

Date

Rocky Pilgrim

Board Member's Printed Name



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Name: Matt Williams

Address: [REDACTED]

City/State/Zip [REDACTED]

Email: [REDACTED]

Date: 2/24/2025

Phone: N/A
(Home)

Phone: N/A
(Work)

Cell: [REDACTED]

I have lived in Tomball 7 years.

I am am not a U.S. Citizen

Occupation: Business Development, Stellar Drilling Fluids

Professional and/or Community Activities: AADE-Oil&Gas Industry Event, Tomball Little League (Coach/Parent), Tomball Bible Church member and childrens ministry/Sunday school teacher

Additional Pertinent Information/References: BoA alternate member and applicant for other committees

Please attach a short biography to this application.

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

Want to ensure boards/commissions are represented by different demographics to ensure that the work of the city is receiving inputs from all types of residents that make the best use of the cities plans, investment, and businesses.

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

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

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

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

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

Separate Legal Entities

- Tomball Economic Development Corporation
- Tomball Regional Health Foundation

Meeting Information

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

Ad Hoc/Advisory Committees

- Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called


Non-profit Corporation Boards

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

Meeting Information

As called

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



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


Please return this application to:

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

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

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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.008(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>N/A</p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>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.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">  _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right;"> 2/24/25 _____ Date </p>	

**LOCAL GOVERNMENT OFFICER CONFLICTS
DISCLOSURE STATEMENT**

FORM CIS

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

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of Local Government Officer N/A</p>	
<p>2 Office Held</p>	
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>	

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

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

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____

20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
OR		

(2) Unsworn Declaration

My name is **Matthew Daniel Williams** and my date of birth is _____

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

Executed in _____ County, State of _____, on the **24** day of **Feb** 20 **25**

Signature of Local Government Officer (Declarant)



Board Member Election on Disclosure

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

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

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

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

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

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

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

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

Board Member's Signature

Feb 24, 2025

Date

Matthew Daniel Williams

Board Member's Printed Name

Fae Morris

From: Tracylynn Garcia
Sent: Monday, April 29, 2024 7:56 AM
To: Fae Morris
Cc: Sasha Luna
Subject: FW: Update my application to add TEDC

Good morning,

Please review her application for completion (previously submitted) and advise her of any necessary corrections or missing documents.

Thanks,
Tracy

-----Original Message-----

From: DIANA BROWNING [REDACTED]
Sent: Friday, April 26, 2024 4:08 PM
To: Tracylynn Garcia <tgarcia@tomballtx.gov>
Subject: Update my application to add TEDC

Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.

Sent from my iPhone

Hi Tracylynn,

Per our conversation a few minutes ago, I am requesting that the TEDC (Tomball Economic Development Corporation) be added to my Application for City Boards/Commissions/Committees.

Please let me know if there is anything else you need to add this to my application.

Thank you,

Diana Browning
[REDACTED]



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: 8/31/2023

Name: Diana Browning

Phone: [REDACTED]

Address: [REDACTED]

Phone: [REDACTED] (Home)

City/State/Zip: [REDACTED]

Cell: [REDACTED]

Email: [REDACTED]

I have lived in Tomball 24 years.

I am am not a U.S. Citizen

Occupation: I am a licensed Texas Real Estate Broker, and have been licensed for 35+ years. I represent clients on residential, commercial, and farm and ranch properties. In addition, I lease and manage rental properties and billboard signs.

Professional and/or Community Activities: I have been a member of the Tomball Rotary Club for 15+ years and have worked on their annual fish fry and annual Big Show every year. I am a member of the Houston Association of Realtors, Texas Association of Realtors, and the National Association of Realtors.

Additional Pertinent Information/References: I was born and raised in Tomball. I attended Tomball ISD schools from Kindergarten through 12th grade. I am a member of Metropolitan Baptist Church (The MET) in Cypress, Texas.

Please attach a short biography to this application.

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

I would like to be considered for appointment to the Charter Review Committee because I feel I have the skills and business experience to contribute to this committee. I am very ethical and detail oriented and would be honored to be considered for this 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 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

- Charter Review Committee

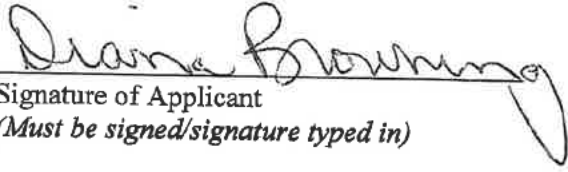
Non-profit Corporation Boards

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

Meeting Information

As called

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


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

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cs@tomballtx.gov
office: 281-290-1002
fax: 281-351-6256

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

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

FORM CIQ

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

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

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

N/A

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

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

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

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

Date Gift Accepted _____ Description of Gift _____
 Date Gift Accepted _____ Description of Gift _____
 Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 17A.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) (county)
 Executed in _____ County, State of _____, on the _____ day of _____, 20_____
 (month) (year)

Signature of Local Government Officer (Declarant)

MA

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.

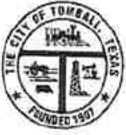
Local Government Code § 176.003(a)(2)(A):

(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.

Diana Browning
Board Member's Signature

8/31/2023
Date

Diana Browning
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 8/31/2023 (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.

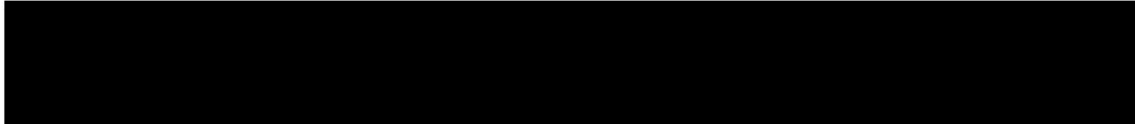
Diana Browning
Signature of Applicant for Appointment

Diana Browning
Printed Name of Applicant

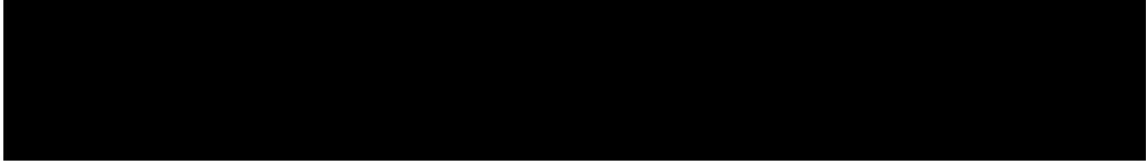
8/31/2023
Date:

Diana Browning Bio

I was born and raised in Tomball. I attended Tomball Elementary, Tomball Junior High, and Tomball High School. I graduated from Tomball High School in 1973 and went to college at The University of Texas and The University of Houston. After college, I earned my real estate broker license and have been working in real estate for over 35 years.



Tomball has always been my home.



City Council Meeting Agenda Item Data Sheet

Meeting Date: March 17, 2025

Topic:

Discuss and possible action regarding board appointments to the Tomball Economic Development Corporation.

Background:

Origination:

Recommendation:

N/A

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: # _____

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

Signed: _____ **Approved by:** _____
Staff Member Date City Manager Date