

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



**Monday, October 21, 2024
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, October 21, 2024 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 857 2280 0680 Passcode: 462901. 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 with 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:

November 2, 2024 – Tidy Up Tomball 8 a.m. to 11 a.m. @ St. Anne's Catholic Church

November 9, 2024 – 2nd Saturday 4 p.m. – 8 p.m. @ Depot

November 14, 2024 – Mayor’s Holiday Kaffeeklatsch 11:30 a.m. – 1 p.m.
@ Community Center

November 16, 2024 – Depot Day Fall Fest 11 a.m. – 6 p.m. @ Depot

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. Approve, on Second Reading, Resolution No. 2024-33-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation’s Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Kara Miles Hair (KMH Studio), LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 22525 Hufsmith-Kohrville Road, Bldg. 1-Suite 1-C, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.

2. Adopt, on Second Reading, Ordinance No. 2024-27, 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 5.001 acres of land legally described as being Outlot 281 of the Corrected Map of Tomball Outlots, from the Light Industrial District to the Commercial District. The property is located in the 1000 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.

G. Old Business

1. Adopt, on Second Reading, Ordinance No. 2024-32, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of \$0.336365/\$100 Value Assessed for the Year 2024 on All Taxable Real and Personal Property Located in the City of Tomball, Texas; Providing for Penalty, Interest, and Additional Penalty on Taxes Not Timely Paid; and Providing Other Matters Relating to the Subject

- 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 the October 7, 2024, Special and Regular City Council meetings.
 2. Consideration of Application from the Tomball Sister City Organization for use of FY 2024-2025 Hotel Occupancy Tax Funds for the 2024 German Christmas Market.
 3. Consideration of Application from the Tomball Sister City Organization for use of FY 2024-2025 Hotel Occupancy Tax Funds for the 2025 German Heritage Festival.
 4. Consideration of Application from the Greater Tomball Area Chamber of Commerce for use of FY 2024-2025 Hotel Occupancy Tax Funds for the 2024 Holiday Parade.
 5. Consideration of Application from the Greater Tomball Area Chamber of Commerce for use of FY 2024-2025 Hotel Occupancy Tax Funds for the 2025 Tomball Night.
 6. Consideration of Application from the Greater Tomball Area Chamber of Commerce for use of FY 2024-2025 Hotel Occupancy Tax Funds for the Visitor Center.
 7. Approve supporting the 59th Annual Tomball Holiday Parade to be held in the City of Tomball at 10:00 a.m. on Saturday, November 23, 2024, and to Approve Requested Street Closures and In-Kind Services.
 8. Approve supporting the Frost Bank First Responders Luncheon to be held at the Depot in the City of Tomball from 11:30 a.m. to 1:30 p.m. on Thursday, October 24, 2024.
 9. Approve a contract with Hayden Paving, Inc. to complete the parking lot addition at Jerry Matheson Park, through a BuyBoard Contract (Contract No. 700-23) for a not-to-exceed amount of \$64,388, 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 and Capital Improvement Plan.

10. Approve a contract with B & C Constructors, LP for the construction and installation of the antique train equipment and required improvements, through a 1GPA Contract (Contract No. 24-06DP-01) for a not-to-exceed amount of \$102,055, 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 to be paid from the American Rescue Plan Act funds.
11. Approve acceptance of a grant award for the CenterPoint Energy Foundation in the amount of \$160,000 to the Tomball Legacy Fund, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement.
12. Approve the purchase of vehicle upfitting and other repairs and maintenance from Dana Safety Supply, Inc. through a BuyBoard Cooperative Purchasing Network (Contract #698-23) for a not-to-exceed amount of \$180,500, 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.

I. New Business

1. Consideration and discussion regarding appointment/reappointment to the Tourism Advisory Committee.
2. Consideration and discussion regarding appointment/reappointment to the Board of Adjustments.
3. Consideration of Application from the Spring Creek County Historical Association for use of FY 2024-2025 Hotel Occupancy Funds for 2024-2025 Operations Activities.
4. Approve Resolution No. 2024-37 Designating Authorized Representatives to Conduct Authorized Participation in TexPool and TexPool Prime on Behalf of the City of Tomball.

5. Conduct a public hearing and consideration to approve **Zoning Case Z24-16**: Request by Mike Matheson, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No.1 from Office (O) to the General Retail (GR) zoning district. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2024-31, an Ordinance of the City of Tomball, Texas, amending Chapter 50 of the Tomball Code of Ordinances by rezoning approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No.1 from Office (O) to the General Retail (GR) zoning district. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

6. Approve an agreement with Silsbee Toyota, for one Toyota Tacoma through the TIPS Purchasing (Contract TIPS USA #210907 AUTOMOBILES) for a not-to-exceed amount of \$34,411.25 authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2024-2025 budget.
7. 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 that the Attorney's Duty Requires to be Discussed in Closed Session
 - Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – City Manager
8. Consideration and possible action regarding settlement agreement with Peter and Sylvia Hildrieth.
9. Discussion and Approval of the Employment Contract for City Manager, David Esquivel, PE

J. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 18th day of October 2024 by 6:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia, TRMC, MMC, CPM
City Secretary

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: October 21, 2024

Topic:

Upcoming Events:

- November 2, 2024 – Tidy Up Tomball 8 a.m. to 11 a.m. @ St. Anne’s Catholic Church
- November 9, 2024 – 2nd Saturday 4 p.m. – 8 p.m. @ Depot
- November 14, 2024 – Mayor’s Holiday Kaffeeklatsch 11:30 a.m. – 1 p.m. @ Community Center
- November 16, 2024 – Depot Day Fall Fest 11 a.m. – 6 p.m. @ Depot

Background:

Origination: Marketing Department

Recommendation:

Party(ies) responsible for placing this item on agenda: Sasha Luna, Assistant City Secretary

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

Regular City Council Agenda Item Data Sheet

Meeting Date: October 21, 2024

Topic:

Approve, on Second Reading, Resolution No. 2024-33-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Kara Miles Hair (KMH Studio), LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 22525 Hufsmith-Kohrville Road, Bldg. 1-Suite 1-C, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.

Background:

First Reading passed during the October 7, 2024, Regular City Council meeting.

On September 10, 2024, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an economic development performance agreement with Kara Miles Hair (KMH Studio), LLC for rental assistance for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2024-33-TEDC

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

TOMBALL

ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: October 7, 2024

SUBJECT: Kara Miles Hair (KMH Studio), LLC

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Kara Miles, Owner of Kara Miles Hair (KMH Studio), LLC for funding assistance through the TEDC's Rental Incentive Program for a new hair salon.

Mrs. Miles currently operates KMH Studio at their existing location in The Woodlands. She plans to relocate her business to the 22525 Hufsmith Kohrville Road, Bldg. 1-Suite 1-C where she will have room for the growth that she has been needing for quite some time. The space is approximately 1,625 square feet located in the Hufsmith Kohrville Business Park.

The goal of the TEDC's Rental Incentive Program is to assist in the establishment of new businesses in existing vacant spaces and to stimulate commercial investment in the City of Tomball. In accordance with the Rental Incentive Program Policy, the proposed performance agreement is for 25% of the base monthly rent for the first year of operation only, not to exceed \$10,000.00 per business.

The lease agreement that was submitted in conjunction with the request letter shows a five-year lease commitment with a monthly rent amount of \$3,581.00 for the first 12 months. The proposed grant amount is \$10,000.00, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

RESOLUTION NO. 2024-33-TEDC

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

* * * * *

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

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Ten Thousand Dollars (\$10,000.00), found by the Board to be required or suitable to promote a new business development by Kara Miles Hair (KMH Studio), LLC; and

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

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

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Ten Thousand Dollars (\$10,000.00), to Kara Miles Hair (KMH Studio), LLC, in accordance with an economic development agreement by and between the TEDC and Kara Miles Hair (KMH Studio), LLC to promote and develop a new or expanded business enterprise, to be located at 22525 Hufsmith Kohrville Road, Bldg. 1-Suite 1-C, Tomball, Texas 77375.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged

invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this 7th day of October, 2024.

PASSED, APPROVED, AND RESOLVED on second and final reading this 21st day of October, 2024.

Lori Klein Quinn, Mayor

ATTEST:

Tracy Garcia, City Secretary

FROM THE DESK OF

Kara Miles Hair Studio, LLC

September 4, 2024

Tiffani Wooten
Assistant Director
29201 Quinn Rd., Suite B
Tomball, Texas 77375

Good-afternoon,

I am writing to respectfully request the Tomball Economic Development Council's consideration for the renters incentive grant for my business, Kara Miles Hair Studio, LLC ("KMH Studio"). KMH Studio is a hair salon currently located in The Woodlands, TX. Over the past six years we have been dedicated to serving local women, striving to make each client look and feel their absolute best. We are eager to bring our passion and expertise over to Tomball.

Kara Miles Hair Studio will be moving off Hufsmith-Kohrville in a new business park, next to a handful of other locally owned small businesses. We are excited to have found this space, as it gives us the room for the growth we have been seeking for quite some time. The space will need to be completely built out as a hair salon. I will be investing my own money into some of the buildout, along with all of the furnishings and equipment. Total, I am looking at around \$60,000.

Considering most of this project is self funded, I am extremely grateful for any financial assistance. I intend to use the grant funds to further invest in my business and educate my young stylists. That way we can continue to serve the women of Tomball providing them with the highest quality hair care products and an excellent service experience.

Thank you in advance for considering KMH Studio for your Renter's Incentive Grant program.

Kind regards,
Kara Baker Miles
Owner, Kara Miles Hair Studio, LLC

Rental Incentive Application Fillable



NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART A –BUSINESS OWNER APPLICATION

The New Business Rental Incentive Program seeks to reduce area vacancies and facilitate the establishment of new businesses in previously underutilized areas of the City. The intent of the program is to facilitate business growth and expansion by assisting businesses in leasing space. All grant award decisions of the Tomball Economic Development Corporation (TEDC) Board of Directors are discretionary and final. Through the Program, the TEDC will provide up to 25% of the base monthly rent for the first year of operation only, not to exceed \$10,000 per business.

Business Owner Applicant Information

Name of Business: Kara Miles Hair Studio

Current Business Physical Address: 26820 kuykendhal rd

City, State & Zip: The Woodlands,tx 77354

Mailing Address: 7915 lookout hill dr

City, State & Zip: Magnolia tx 77354

Business Phone: 832 283 4233

Business Website: kmhstudio.com

Business Owner Name: Kara Baker Miles

Applicant's Name (if different):

Position /Title: Owner/Stylist

Phone and Email: 713 677 4531 karabaker31@gmail.com

Nature of Business: Hair Salon

NAICS Code: _____

Legal Form of Business:

Sole Proprietor

Partnership Number of Partners _____ Corporation

Rental Incentive Application Fillable

Hours Open: 9:30am-7:00pm

Employees

Full Time Employees (40 hours per week): 2

Part Time Employees (less than 40 hours per week): _____

Does the Business Owner Have any Relationship to the Property Owner/Landlord?

No Yes (please explain)

Moving and Space Improvement Cost and Funding Information Investment Data

Tenant Space Improvement (finish) \$ 100,000

Landlord Space Improvement (finish) \$ 57,000 TI allowance

Equipment and Display \$ 20,000

Product Stock (for Opening) \$ 5,000

Marketing (First Year) \$ 2,000

Sources of Funding for Move/Expansion

Funds invested by owner \$ 50,000

Funds from other sources* \$ 57,000 TI allowance

Total estimated cost to move/expand \$ 150,000

* Source of Funding and Amounts _____

New Lease Property Information

Address of space to be leased: 22525 hufsmith - kohrville road tomball tx 77375

Total amount of square feet to be leased and occupied: 1625sqft

Term of lease (minimum 3 years): 5 years

Gross rental rate \$ 3,581 per month \$ 2.20 per s.f.

Additional lease terms and other monthly charges:

Monthly CAM charges, \$.30 per month per sqft (\$487 per month)

Indicate any rate increases: 2% rent increase each year

FINANCIAL NEED DEMONSTRATION: Acceptance into the Rental Incentive Program requires an acceptable explanation of financial need. Use the lines below to explain why and how the rent subsidy is an important factor in opening your business:

Rental Incentive Application Fillable

which are crucial for attracting and retaining customers. This financial relief would also help provide a buffer against unexpected expenses and slow periods which can be particularly challenging for a small business in their early stages.

Explain how your business will benefit and enhance the area in which you are locating and how your business will complement other businesses within the area:

Opening a hair salon in the area will bring several benefits and enhancements to the community. Firstly, it will create job opportunities, offering positions for hairstylists, receptionists, and support staff, thereby contributing to local employment and economic growth. Secondly, a well-run salon can enhance the area's aesthetic appeal and vibrancy, drawing more foot traffic and encouraging other businesses to set up nearby, thus fostering a more dynamic and thriving local economy. Additionally, by providing high-quality hair care and grooming services, the salon will offer residents a convenient and stylish option for personal grooming, enhancing their overall quality of life. Furthermore, the salon can become a community hub, hosting events, collaborations with local artists, or charity fundraisers, which will help build a stronger sense of community and engagement. Overall, the hair salon will not only contribute to the local economy but also enhance the social and cultural fabric of the area.

Certification

By signing below, the Business Owner of record (applicant) understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the business owner's knowledge. Business owner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The business is currently in good standing with the City, and has no pending municipal code violations. 5. The business is not currently occupying the space with or without a lease in place.
6. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the TEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the TEDC. The form of such payment shall be a cashier's check or

Rental Incentive Application Fillable

Printed Name of Principal Owner Signature Kara Baker Miles

Date September 3, 2024

Please submit the completed application along with a copy of the Proposed Lease Agreement to:

Kelly Violette
Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, TX 77375

For further questions about the Program, please contact Kelly Violette, Executive Director, at 281.401.4086 or kviolette@tomballtxedc.org.



NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART B – PROPERTY OWNER/LANDLORD APPLICATION

Complete all items carefully and accurately to the best of your knowledge and return with a copy of Proof of Ownership to:

Kelly Violette
Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, TX 77375

Property Address: _____

Property Owner of Record: _____

Mailing Address: _____

City, State & Zip _____

Phone: _____ Email: _____

Name(s) of Authorized Signatories: _____

Name of Management Company: _____

Name of Representative/Contact Person: _____

Management Company Address: _____ City,
State & Zip _____ Phone: _____

Email: _____

Name of proposed business at site:



NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART B – PROPERTY OWNER/LANDLORD APPLICATION

Complete all items carefully and accurately to the best of your knowledge and return with a copy of Proof of Ownership to:

Kelly Violette
Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, TX 77375

Property Address: 22525 Hufsmith Kohrville Road, Tomball, TX 77375

Property Owner of Record: Hufsmith Kohrville Business Park LLC

Mailing Address: 16023 Rudgewick Lane

City, State & Zip Spring, TX 77379

Phone: 832-953-3000 Email: development@lonestardevelopment.com

Name(s) of Authorized Signatories: Matthew Lawrence, Bill Lawrence, Jason Snell

Name of Management Company: Lone Star Development

Name of Representative/Contact Person: Matthew Lawrence

Management Company Address: 16023 Rudgewick Lane

City, State & Zip Spring, TX 77379

Phone: 346-225-9590 Email: matt@lonestardevelopment.com

Name of proposed business at site:

Kara Miles Hair

Name of business owner:

Kara Miles

DOES THE BUSINESS OWNER OR THE BUSINESS HAVE ANY RELATIONSHIP TO THE
PROPERTY OWNER/LANDLORD? NO YES Please explain

SITE & LEASE INFORMATION

Total amount of square feet to be leased and occupied by business: 1625

Term of lease: 5 years

Gross rental rate \$ 2.20 per month \$ 26.4 per s.f.

Additional lease terms and other monthly charges: \$.30 in CAM Charges

Indicate any rate increases: 2% Rental Rate increases in base rent per year.

Is the subject space currently vacant? Yes No

If yes, how long has the space been vacant? 4 months

Name of previous tenant: New Build

Previous Rental Rate: \$ NA Per Month \$ NA Per Square Foot

CERTIFICATIONS

Are all real estate and personal property taxes due the City of Tomball paid in full?

Subject Property: YES NO (Please explain on supplemental sheet)

Other Properties: YES NO N/A

Are all City of Tomball water and sewer bills due paid in full?

Subject Property: YES NO (Please explain on supplemental sheet)

Other Properties: YES NO N/A

Have you been cited for any existing zoning, building or property maintenance code violations that remain uncorrected?

Subject Property: YES NO (Please explain on supplemental sheet)

Other Properties: YES NO N/A

Are you involved in any litigation with the City of Tomball?

YES (Please explain on supplemental sheet)

NO

By signing below, the Landlord/Property Owner of record understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the land owner's knowledge. Landowner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The property is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.

Matthew Lawrence

Printed Name of Property Owner/Landlord

Matthew Lawrence

Signature

09/03/2024

Date



COMMERCIAL NNN LEASE

BETWEEN

**HUFSMITH KOHRVILLE BUSINESS PARK LLC,
a Texas Limited Liability Company**

and

**Kara Miles Hair
for property located in:**

**HUFSMITH KOHRVILLE BUSINESS PARK
BUILDING 1 - Suite 1-C,
22525 HUFSMITH KOHRVILLE ROAD
TOMBALL, TEXAS 77375**

Tenant's Initials kb
kb

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wj

Landlord's Initials

SUMMARY OF BASIC LEASE PROVISIONS

In addition to the terms which are defined elsewhere in this Lease, the following terms are used in this Lease:

DATE LEASE SIGNED:

LANDLORD: **HUFSMITH KOHRVILLE BUSINESS PARK, LLC**
A Texas Limited Liability Company

TENANT: **Kara Miles Hair**

LEASED PREMISES: **Suite 1-C IN BUILDING 1**

CONSISTING OF: **APPROXIMATELY 1,625 SQUARE FEET OF RENTABLE SPACE**

TERM: **60 Months**

BASE RENT: **\$2.00 PER SQUARE FOOT PER MONTH**

GUARANTOR(S): **Kara Miles**

BROKERS: **Landlord's Broker: None**

Tenant's Broker: None

INTERPRETATION:

In the event of any conflict between this Summary of the Basic Lease Provisions ("Summary") and the balance of this Lease (including exhibits), the latter shall control. Each of the terms defined and set forth in this Summary shall be construed in conjunction with the remainder of this Lease, particularly the referenced portions thereof.

Tenant's Initials kb
kb

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wj Landlord's Initials

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20. <u>Inspection and Access to Leased Premises</u>	-28-
21. <u>Mortgage</u>	-29-
22. <u>Non-Liability</u>	-29-
23. <u>Miscellaneous</u>	-30-

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LEASE

This Lease ("**Lease**") is entered into by **Hufsmith Kohrville Business Park, LLC**, a Texas limited liability company, as "**Landlord**" or assigns, and **Kara Miles Hair** as "**Tenant**."

SECTION 1. BUSINESS TERMS AND AGREED DEFINITIONS

The following terms shall have the indicated meanings when used in this Lease, unless the context otherwise clearly requires.

A. Buildings. Collectively, the buildings located on the Land, and the parking, drives and outside storage area (if any) which service the Buildings, as shown on the site plan attached hereto and made a part hereof as **Exhibit "B"**. The Buildings are located in the location shown on **Exhibit "B"** with minor variances, which commonly occur in connection with layouts of buildings and/or the pouring of foundations. The estimated aggregate square footage of the business park is **44,098 square feet**.

B. Land. The Land described on **Exhibit "A"**, which is attached hereto and made a part hereof.

C. Leased Premises. That portion of Building **1** comprising approximately **1,625** square feet, including office space and warehouse space (as described on **Exhibit "B"**, attached hereto and made a part hereof) located on the Land and known as Suite **Suite 1-C**.

D. Commencement Date. The earlier to occur of (a) **10/1/2024** or (b) the date upon which Tenant takes possession of any part of the Leased Premises.

E. Term. The period that begins on **10/1/2024** and ends on **9/30/2029** or, (if the Commencement Date is not the first day of the calendar month) ends on the last day of the month after **60 Months** has lapsed unless sooner terminated in accordance with the provisions of this Lease.

F. Base Rent (Annual per S.F. and Monthly \$). Base Rent shall be paid according to the following schedule, subject to the provisions of Section 4 hereof. As used herein, "Lease Month" shall refer to each full calendar month of the Term, commencing as of the Commencement Date. Notwithstanding the foregoing, in the event that the Commencement Date occurs on a day other than the first day of a calendar month, the first Lease Month pursuant to the schedule below shall commence the first day of the calendar month following the month in which the Commencement Date occurs.

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Period	Monthly Base Rent per SF	Monthly Base Rent	Annual Base Rent
Months 1 - 12	\$ 2.20	\$ 3,581	\$ 42,973
Months 13 – 24	\$ 2.25	\$ 3,653	\$ 43,832
Months 25 – 36	\$ 2.29	\$ 3,726	\$ 44,709
Months 37 – 48	\$ 2.34	\$ 3,800	\$ 45,603
Months 49 – 60	\$ 2.39	\$ 3,876	\$ 46,515

The Base Rent due for the first (1st) Lease Month during the Term shall be paid by Tenant to Landlord contemporaneously with Tenant's execution hereof. If Tenant fails to timely pay any amounts due under this lease when due or if any payment of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease, at law, or in equity for Tenant's failure to make timely payments with good funds.

G. Additional Rent: (Monthly). In addition to Base Rent, Tenant shall be responsible for Tenant's Proportionate Share of Operating Costs (otherwise known as CAM charges) as set forth in Section 5 below. The initial estimate of Tenant's Proportionate Share of Operating Costs is **\$30** per month per square foot.

H. Pre-Payment of Security Deposit and First Month's Rent. Payment in the amount of **(1) \$ 4062.50** (the "Security Deposit"), and **(2) \$ 4062.50**, representing the first full month's rent and the initial estimate of Tenant's Proportionate Share of monthly Operating Costs is due immediately.

I. Permitted Use. Office and Warehouse use only, including general administrative and sales offices, warehousing and distribution uses and all other related lawful uses. Tenant may not use the Leased Premises or any portion thereof for any of the uses described on **Exhibit "G"** ("Prohibited Uses").

J. Tenant's Address. Tenant's address for notice purposes per Section 18 is:

Tenant Name: **Kara Baker**
Address: **7915 Look Out Hill Dr**
City, State, and Zip: **Magnolia, TX 77354**

K. Commissions. Landlord shall be responsible for and shall pay the real estate commissions due to ("Tenant's Broker"), in accordance with the terms set forth in a separate agreement entered into between Landlord and Broker.

L. Landlord's Address. Landlord's address for notice purposes per Section 18 is:

Hufsmith Kohrville Business Park, LLC.

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C/O 16023 Rudgewick Lane, Spring, Texas 77379
hkbp@lonestardevelopment.me – (281) 401-9777 voice (346) 298-6536 fax

M. **List of Exhibits.**

- Exhibit "A":** Legal Description of Land
- Exhibit "B":** Site Plan for Leased Premises
- Exhibit "C":** Construction Rider
- Exhibit "D":** Estoppel Certificate for Prospective Purchaser or Lender
- Exhibit "E":** Rules & Regulations
- Exhibit "F":** Hazardous Substances Provisions
- Exhibit "G":** Prohibited Uses
- Exhibit "H":** Commencement Date Agreement
- Exhibit "I":** Guaranty of Lease
- Exhibit "J":** Tenant's Insurance Requirements

N. **(Intentionally Left Blank)**

O. **Tenant's Proportionate Share.** Shall initially mean **3.68 %**, or the percent derived by dividing the square footage of the Leased Premises by the total number of square feet of rentable space within the Buildings. If Landlord constructs additional buildings, or adds on to any of the buildings, on the Land, Tenant's Proportionate Share set forth in this section shall be adjusted to reflect that Landlord has modified the square footage of the buildings on the Land.

P. **Guarantor.** Guarantor shall mean:

Kara Miles -

SECTION 2. LEASED PREMISES; COMMON AREAS; PARKING

- A. Existing Condition.** The Leased Premises shall be leased by Landlord to Tenant in its existing condition and state of repair, on an "AS-IS," "WHERE-IS" basis, and Landlord shall have no obligation to perform any construction work at the Leased Premises unless provided for herein. Landlord will, however, be responsible for Landlord's repair obligations described in Section 10.
- B. Leased Premises.** Landlord hereby leases the Leased Premises to Tenant and Tenant hereby leases the Leased Premises from Landlord.
- (1) Tenant, at Tenant's cost, shall be responsible for obtaining a certificate of occupancy/compliance or equivalent certificate from the applicable governmental agency, including a temporary certificate of occupancy (collectively, a "**Certificate of Occupancy**") to the extent Landlord has not already obtained the same so that Tenant may occupy the Leased Premises. If necessary, Landlord will reasonably cooperate with Tenant in obtaining such Certificate of Occupancy.
 - (2) Landlord reserves the right to place utility lines over and under the Land, so long as the same are around the perimeter of the Land and do not unreasonably interfere with Tenant's use of the Leased Premises. Any such utility lines will be reflected in recorded easements showing the specific location of the easements.
 - (3) Tenant's construction of its initial improvements or alterations for its initial occupancy within the Leased Premises shall comply with the terms of **Exhibit "C"** attached hereto. Landlord will reimburse Tenant up to **\$ 56,875.00** (herein, the "Allowance") for Tenant's Work (as defined in **Exhibit "C"** attached hereto). Such Allowance payment will be paid to Tenant within thirty (30) days after (a) completion of all Tenant's Work to Landlord's satisfaction, (b) upon Landlord's satisfaction that all bills related to the Tenant Work have been paid to Tenant's contractors, subcontractors and professionals, including final lien waivers with respect thereto for the work completed to date, in form and substance reasonably satisfactory to Landlord, (c) upon Tenant's submittal of all documentation required under Section 3(c) of **Exhibit "C"**, and (d) Tenant's commencement of business in the Leased Premises.
 - (4) Other than Tenant's Work, Tenant may not construct any alterations or make any changes to the Leased Premises unless Tenant has received the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may make non-structural, cosmetic alterations to the Leased Premises the cost of which does not exceed \$10,000 in any one calendar year without Landlord's consent.
 - (5) Tenant shall have no authority to place any lien upon the Leased Premises and any attempt to do so shall be void from its inception and of no force or effect. If a lien is attached to the Land or the Premises, then, in addition to any other right or remedy of Landlord hereunder, Landlord may, but shall not be obligated to, discharge the same. Any amount paid by Landlord for any of the aforesaid purposes including but not limited to, reasonable attorneys' fees, shall be paid by Tenant to Landlord within thirty (30) days after demand and Additional Rent. Tenant shall within ten (10) days

of receiving such notice of lien or claim have such lien or claim released of record. Tenant's failure to comply with the provisions of the foregoing shall be deemed an Event of Default entitling Landlord to exercise all of its remedies therefor without the requirement of any additional notice or cure period.

- (6) All improvements, additions, equipment, and fixtures installed in the Leased Premises (except for Removable Trade Fixtures as defined in Section 10.B. below which are actually removed in accordance with Section 10.B, at the termination of Tenant's right to possession hereunder) shall belong to Landlord. At the termination of this Lease, Landlord may at Landlord's option, require the removal of all improvements, additions, equipment, and fixtures that were installed by the Tenant.
- (7) Tenant is not permitted to alter locks and other security devices at the Leased Premises.

C. **Common Areas.** Landlord hereby grants to Tenant during the term of this Lease, a license to use, in common with the others entitled to such use, the Common Areas as they from time to time exist, subject to the rights, powers and privileges herein reserved to Landlord. The term "Common Areas" as used herein will include all areas and facilities outside the Leased Premises that are provided and designated for general use and convenience of Tenant and other tenants within the Buildings and Land. Common Areas may include but are not limited to pedestrian sidewalks, landscaped areas, roadways, parking areas, and rights of way, if any. All Common Areas and other facilities in or about the Buildings provided by Landlord shall be subject to the exclusive control and management of Landlord.

D. **Parking.** Tenant shall be entitled to park in common with other Building tenants of Landlord and shall be entitled to utilize any unassigned tenant parking spaces in the Common Areas, but leaving a corridor for the passage of other vehicles. No Tenants may park within any common drives. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other tenants of the Building in the use of parking facilities. Landlord reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded and, in such event, to allocate parking spaces among Tenant and other tenants of the Building. Landlord may designate parking spaces in the Common Areas for the handicapped visitors to the Building and other tenants.

SECTION 3. COMMENCEMENT DATE AGREEMENT

Landlord may, at its sole option, refuse to tender possession or keys to the Leased Premises to Tenant until Tenant executes a Commencement Date Agreement in the form attached hereto as **Exhibit "H"** acknowledging the Commencement Date of this Lease; provided, however, that failure by Tenant to execute the same shall in no manner affect or delay the actual Commencement Date of this Lease.

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SECTION 4. RENT.

All sums required to be paid by Tenant under this Lease constitute "rent." The term "rent" or "rental", when used in this Lease, includes Base Rent, Additional Rent and all other sums payable hereunder. Tenant's rent payments shall be made to Landlord at Landlord's address stated in Section 1.L. above, or at any other address that Landlord may specify by written notice to Tenant. Landlord shall provide Tenant written notice of any change of address at least thirty (30) days prior to the due date of any rent payments to be made at any address other than that stated in Section 1.L. above. No payment made by Tenant or received by Landlord in an amount less than the amount herein stipulated shall be deemed to be other than a partial payment, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or any other sum payable hereunder be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such amount from Tenant or to pursue any other remedy in this Lease or by law provided.

Tenant must pay all rent and all other charges by utilizing Landlord's online payment portal (TWA). Tenant will be provided a web-link which will allow for Tenant to create a secure login to the TWA portal. All payments of rent or other charges shall be made utilizing this TWA portal. Additionally, any and all requests for service, maintenance or other requests must be made via the TWA portal.

Beginning with the Commencement Date and continuing thereafter until the expiration of the Term (as the same may be extended), Tenant agrees to pay Landlord the rent provided above in advance, without notice or demand, on the first (1st) day of every month during the Term of this Lease. Time is of the essence in payment of all rent and other amounts due Landlord hereunder, same being required for payment of mortgage debt service and other mortgage obligations of Landlord on the premises. If any monthly rent payment is not received by Landlord by the first (1st) day of the month in which such rent payment was due, Tenant shall pay, as Additional Rent, five percent (5%) of such amount due, and such late charge shall be due upon receipt of Landlord's written demand. Tenant shall also pay to Landlord, upon demand, \$500.00 for each check tendered to Landlord in payment of rent or any other payment due Landlord hereunder, which is returned uncollected to Landlord. All rent shall be prorated for any partial month.

SECTION 5. ADDITIONAL RENT.

A. **Tenant's Obligation.** This Lease is what is commonly called a "Net, Net, Net Lease", it being understood that Landlord shall receive the Base Rental provided for herein free and clear of any Operating Costs (defined below). Tenant shall pay to Landlord in addition to Base Rent, the following, which shall be collectively referred to herein as "Additional Rent":

1. **Operating Costs.**

(a) Prior to the commencement of the Term of this Lease, and prior to the commencement of each calendar year during the Term of this Lease, Landlord may, at its option,

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provide Tenant with a then current estimate of Operating Costs for the upcoming calendar year, and thereafter Tenant shall pay, as Additional Rent, in monthly installments in accordance with this Section 5, Tenant's Proportionate Share of the Landlord's estimate of the Operating Costs for the calendar year in question. Payments of Tenant's Proportionate Share of the Landlord's estimate of the Operating Costs shall be due and payable at the same time as Base Rent in accordance with Section 4 of this Lease. Landlord reserves the right to revise its estimate of Operating Costs from time to time during the calendar year by giving Tenant written notice to that effect. Thereafter, Tenant shall pay Additional Rent, in each of the remaining months of that year, in accordance with the revised estimate. The failure of Landlord to estimate Operating Costs and bill Tenant on a monthly basis shall in no event relieve Tenant of its obligation to pay the Tenant's Proportionate Share of Operating Costs. "Operating Costs" means the aggregate of all expenses paid or incurred by or on behalf of Landlord, whether structural, non-structural, foreseen or unforeseen, relating to the ownership, maintenance, repair, management and operation of the Buildings and Land and any sidewalks or any other areas related to the Buildings and Land which Landlord has a repair or maintenance obligation, determined on an accrual basis in accordance with generally accepted industry accounting standards, including, but not limited to, the following:

- 1) Wages and salaries of all employees engaged in the operation and maintenance of the Buildings and Land, including taxes, insurance and benefits relating thereto; provided, however, to the extent that such employees are engaged in the operation or maintenance of other projects, the wages and salaries of such employees shall be equitably allocated among all such projects such that only that portion of the wages and salaries of such employees allocable to the Buildings shall be included for purposes of calculating Operating Costs;
- 2) Costs of all supplies and materials used in the operation, maintenance, repair and management of the Buildings and Land;
- 3) Costs of water, sewage, power, natural gas, heating, lighting, air conditioning, ventilating, and other utilities furnished in connection with the operation of the Buildings and Land (excluding any costs billed to specific tenants);
- 4) Costs of all maintenance and service agreements for the Buildings and Land, including, but not limited to, security service, alarm service, window cleaning service, janitorial service, landscape maintenance, pest control and elevator maintenance;
- 5) Costs to maintain and repair the Structural Members (as defined in Section 10.A.) of the Buildings as well as the common elements of the Building;
- 6) Costs of all insurance carried by Landlord relating to the Buildings and Land, including, but not limited to, fire and extended coverage insurance, rental interruption insurance and liability insurance applicable to the Buildings and Land and Landlord's personal property used in connection therewith, together with any deductibles thereon, if applicable, together with any costs incurred by Landlord to recover insurance proceeds or settle insurance claims. In the event that during any operating year all or any

part of such coverage is written under a "blanket policy" or otherwise in such manner that Landlord was not charged a specific insurance premium applicable solely to the Buildings and Land, then in such event, the amount considered to be the insurance premiums with respect to such coverage for such operating year shall be determined in good faith by Landlord. If the insurance policies maintained by Landlord with respect to the Property contain a deductible, then Tenant, in the event of a loss, shall pay to Landlord Tenant's Proportionate Share thereof, based upon the amount of such deductible. Tenant's Share of such deductible amount shall be payable to Landlord within ten (10) days following receipt from Landlord of a statement therefor and payment thereof by Tenant shall be a condition precedent to Landlord's obligations to repair or restore the Leased Premises.

7) Costs of repairs and maintenance of the parking facilities and landscaping of the Buildings and Land;

8) Management fees not to exceed six percent (6%) of the gross rent generated by the Buildings ("Management Fees");

9) All net expenses properly allocable to any operating year for any capital improvement or structural repair incurred to reduce or limit increases in Operating Cost, or by any change in the laws, rules, regulations or orders of any governmental or quasi-governmental authority having jurisdiction or expenses resulting from normal repair or maintenance, which expenses shall be repaid in equal monthly installments together with interest at applicable rates over the lesser of the useful capital life of the capital improvement or structural repair or the operational savings payback period;

10) All Taxes relating to the Buildings and Land. For purposes hereof, the term "Taxes" means all taxes, impositions, assessments and all other governmental charges, if any, which are levied, assessed or imposed upon or become due and payable in connection with, or a lien upon, the Buildings or Land, or the operation thereof, (excepting federal and state taxes on income) including taxes levied by present or future taxing authorities and all taxes of whatsoever nature that are imposed in substitution for, or in lieu of, any of the taxes, impositions, assessments or other charges included in this definition of Taxes and including without limitation, any tax on rents, or other tax levied against Landlord or the Leased Premises in lieu of supplementing all or any portion of the foregoing taxes. Notwithstanding the foregoing, however, if in lieu of the whole or any part of any taxes or assessments levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed on Landlord or the Leased Premises a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Taxes" for the purpose hereof. However, Taxes excludes the portion, if any, of ad valorem taxes against the Leased Premises that is paid by tenants as a separate charge pursuant to Section 5.A.2 of this Lease.

11) (Intentionally Left Blank)

12) Legal and accounting expenses incurred with respect to the Buildings and Land, but excluding legal expenses related to the collection of rent or the sale, leasing or financing of the Buildings and Land.

(b) Expressly excluded from the definition of the term Operating Costs are:

1) Any and all collection costs, including legal fees and bad debt losses or reserves;

2) Replacement of capital investment items (other than those set forth in Section 5.A.1(a)(8) above);

3) Costs actually reimbursed by insurance proceeds;

4) Rent and similar commissions, excluding Management Fees set forth in 5.A.1(a)(7) above, advertising, and legal expenses related to negotiating and enforcing leases;

5) The cost of any repair made by Landlord because of the total or partial destruction of the Leased Premises or Buildings or the condemnation of a portion of the Leased Premises or Buildings;

6) Specific costs billed to and paid by specific tenants;

7) Depreciation;

8) Principal, interest, and other costs directly related to financing; and

9) Landlord's general corporate overhead and general administrative expenses.

(c) Within five (5) months after the end of each calendar year during the Term of this Lease, Landlord shall send a statement to Tenant setting forth the Operating Costs in reasonable detail for that year. If Tenant's Proportionate Share of Operating Costs exceeds the installments paid by Tenant under this Section 5.A.1, Tenant shall pay to Landlord the difference between Tenant's Proportionate Share of Operating Costs for that year and the aggregate amount paid by Tenant on account of Tenant's Proportionate Share for that year. The payment shall be made within thirty (30) days after Landlord renders the statement. If the installments paid by Tenant under this section exceed Tenant's Proportionate Share of Operating Costs, Landlord shall credit any excess to Tenant's next calendar year estimated payments.

2. **Other Taxes.** Additionally, Tenant shall pay the full amount of all taxes, assessments, impositions, levies, charges, excises, fees, licenses and other sums levied, assessed, charged or imposed by any governmental authority or other taxing authority upon Tenant's leasehold interest under this Lease

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and all alterations, additions, fixtures, including Removable Trade Fixtures (hereafter defined), inventory and other property installed or placed or permitted at the Leased Premises by Tenant. Within thirty (30) days after notice from Landlord, Tenant shall furnish Landlord a true copy of receipts received by Tenant from the governmental authority or other taxing authority assessing such charge evidencing such payment.

3. **Left Blank.**

SECTION 6. SECURITY DEPOSIT

Tenant shall deposit the Security Deposit with Landlord to secure Tenant's faithful performance of all of Tenant's obligations under this Lease, in the amount shown in Section 1.H. The Security Deposit shall be retained by Landlord throughout the Term of this Lease. Tenant agrees that if it should fail to pay rent when it is due, the Security Deposit may be applied by Landlord to the unpaid rent. Also, if Tenant fails to comply with any of the other obligations of Tenant under the Lease, Landlord may apply the Security Deposit to damages suffered by Landlord resulting from Tenant's noncompliance. Landlord shall not be obligated to apply the Security Deposit in the manner stated above, but may do so in addition to pursuing any of the other remedies available to Landlord under the Lease and the law on account of Tenant's noncompliance with Tenant's obligations. If Landlord should apply some or all of the Security Deposit to damages suffered by Landlord resulting from Tenant's noncompliance with its obligations, Tenant agrees to restore the Security Deposit upon receipt of Landlord's written demand. No interest shall accrue on the Security Deposit. Landlord may commingle the Security Deposit with other funds. If Tenant complies with all of Tenant's obligations, the Security Deposit shall be returned to Tenant within thirty (30) days after the end of the Term or any Extension Term, less any amounts that may then be due from Tenant to Landlord as set forth in an itemized list to be provided by Landlord describing the reasons for withholding any portion of the Security Deposit.

SECTION 7. SERVICES AND UTILITIES.

A. Services. Landlord shall at Landlord's expense (except as otherwise provided herein) maintain the Common Areas so that they are clean and free from accumulations of debris, filth, rubbish and garbage. The manner in which such Common Areas shall be so maintained, and the expenditures for such maintenance, shall be at the sole discretion of Landlord.

Landlord reserves the right from time to time to (a) make changes in the shape, size, location, number and extent of the land and improvements which constitute the Common Areas, provided that Landlord shall not impair the Tenant's ability to operate its business, except temporary impairments required by said changes; (b) make such improvements, alterations and repairs to the Common Areas as may be required by governmental authorities or by utility companies servicing the Buildings; and (c) construct, maintain and operate lighting and other facilities on all said areas and improvements and to police the same.

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The use of the Common Areas shall be subject to such reasonable regulations and changes therein as Landlord shall make from time to time, including (but not by way of limitation) the right to close from time to time, if necessary, all or any portion of the Common Areas to such extent as may be legally sufficient, in the opinion of Landlord's counsel, to prevent a dedication thereof or the accrual of rights of any person or of the public therein; provided, however, Landlord shall do so at such times and in such manner as shall minimize any disruption to Tenant. **Landlord shall have no liability to Tenant, its employees, agents, contractors, invitees, or licensees for losses due to theft or burglary, or for damages done by unauthorized persons in the Premises or in or at the Building EVEN IF THE SAME RESULTS FROM THE NEGLIGENCE (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF LANDLORD.**

B. Utilities. Tenant shall pay all costs incidental to rubbish removal, water, sewer, heat, air conditioning, internet, telephone and electric service for the Leased Premises directly to the service provider; provided, however, in the event such utilities are not separately metered by the service provider, Landlord reserves the right to install sub-meters and bill Tenant directly for the utilities utilized by Tenant (in addition to the cost of the individual meter) in an equitable manner, either on a monthly basis, or in such other manner as Landlord may reasonably determine. Tenant shall maintain all lighting fixtures in the Leased Premises and shall replace all bulbs and ballasts. Notwithstanding anything to the contrary contained in this Section 7.B, Landlord has elected to furnish highspeed internet service (including the related router and Wi-Fi unit) to the Leased Premises and Tenant agrees to purchase such internet service from Landlord at a cost not to exceed \$200.00 per month, which shall be charged to Tenant as Additional Rent. Further, Landlord has negotiated a discounted rate with RingCentral for IP telephone service and Tenant is required to contract its telephone service for the Leased Premises through RingCentral. Finally, Tenant must use TruEnergy as their representative in connection with obtaining electric service for the Leased Premises. Notwithstanding anything to the contrary contained in this Section 7.B, if Landlord, in its sole option, elects to furnish other utilities directly to Tenant, Tenant agrees to purchase such utilities from Landlord, and shall pay as Additional Rent hereunder the reasonable rates established by Landlord for such services.

C. Access to Premises. Landlord reserves and shall at all times have the right to enter the Leased Premises at all reasonable times after reasonable prior notice to inspect same, to supply any service to be provided by Landlord to Tenant hereunder, to show the Leased Premises to prospective purchasers, mortgagees or tenants, and to alter, improve or repair the Leased Premises and any portion of the Buildings, without abatement of Base Rent or Additional Rent, and may for that purpose erect, use and maintain, scaffolding, pipes, conduits and other necessary structures in and through the Leased Premises where reasonably required by the character of the work to be performed, provided that the entrance to the Leased Premises shall not be blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Leased Premises or any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, excluding Tenant's vaults and safes, or special security areas (designated in advance), and Landlord shall have the right to use any and all means that Landlord may deem necessary or proper to open said doors in an emergency, in order to obtain entry to any portion of the Leased Premises.

D. Interruption of Services. Landlord shall not be liable for any interruption in or failure

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to furnish any services or utilities, and Tenant shall not be entitled to any damages resulting from such failure nor shall such failure relieve Tenant of the obligation to pay the Base Rent and Additional Rent reserved hereunder or constitute or be construed as a constructive or other eviction of Tenant. In the event any governmental entity promulgates or revises any statute, ordinance or building, fire or other code or imposes mandatory or voluntary controls or guidelines on Landlord or the Buildings or any part thereof, relating to the use or conservation of energy, water, gas, light or electricity or the reduction of automobile or other emissions or the provision of any other utility or service provided with respect to this Lease or in the event Landlord is required or elects to make alterations to any part of the Buildings in order to comply with such mandatory or voluntary controls or guidelines, Landlord may, in its sole discretion, comply with such mandatory or voluntary controls or guidelines or make such alterations to the Buildings. Such compliance and the making of such alterations shall in no event entitle Tenant to any damages, relieve Tenant of the obligation to pay the full Base Rent and Additional Rent reserved hereunder or constitute or be construed as a constructive or other eviction of Tenant.

E. No Eviction. Landlord and its agents and representatives shall have the right to enter upon the Leased Premises for any and all of the purposes set forth in this Section and may exercise any and all of the foregoing rights without being deemed guilty of a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction, actual or constructive of Tenant from the Leased Premises, or any portion thereof, and without incurring, any liability to Tenant therefor.

SECTION 8. USE.

Tenant shall use the Leased Premises solely for the Permitted Use, as defined herein. Tenant shall not use the Leased Premises, or permit their use, for any other purpose, or for any Prohibited Use described in **Exhibit "G"**, without Landlord's express written consent. Tenant shall obtain, at its own cost and expense, any and all licenses and permits necessary for such use, except the Certificate of Occupancy, if applicable, which shall be the Landlord's responsibility. Tenant shall comply with all restrictions and easements applicable to the Leased Premises, and with all federal, state, municipal, and other laws, ordinances, rules and regulations of any governmental authority that apply to the use, construction, renovation, repair, operation, or occupancy of the Leased Premises, or to Tenant's business, or which pertain to health or the environment. Outside storage, including, without limitation, storage of trucks and other vehicles and the washing thereof at any time is prohibited without Landlord's prior written consent. Tenant shall not install, remove or alter the fixtures, equipment and facilities located in the Leased Premises and shall pay the cost of alterations to the Leased Premises that may be required to comply with all such restrictions, easements, laws, ordinances, rules and regulations. Without limiting the generality of the foregoing, Tenant shall fully comply with the provisions relating to "Hazardous Substances" set forth in **Exhibit "F"** and Prohibited Uses set forth in **Exhibit "G"**. Tenant shall not engage in any activity or permit any nature of construction by Tenant or any other condition at the Leased Premises which would cause Landlord's fire and extended coverage insurance to be canceled, or the rate therefor increased or cause the disallowance of any sprinkler credits, if the Buildings are sprinkled. Tenant shall comply with such safety recommendations and reasonable loss prevention and loss reduction recommendations as Landlord or Landlord's insurance carriers (or both) may, from time to time, request; and Tenant shall not make any unlawful use of the Leased Premises or permit any unlawful use thereof. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Leased Premises or commit any act which is a significant public nuisance or unreasonable annoyance to Landlord or to other tenants or occupants of the Buildings or Commercial

Park, or which might in the good faith judgment of Landlord, injure or depreciate the Leased Premises. Tenant shall comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Leased Premises, all at Tenant's sole expense. Tenant shall further be responsible and liable for the safe and proper operation of any and all equipment within the Leased Premises, and shall be responsible for any training necessary for said safe and proper operation of equipment which shall include, but not be limited to, any conveyance devices such as top running electric cranes, hoists, jib cranes, forklifts, or any metal altering equipment such as welding or bending equipment. Any liabilities resulting from the unsafe operation of said equipment shall be the sole responsibility of Tenant. Tenant shall indemnify, hold harmless and defend Landlord in and against any and all claims resulting from the use of this or any other type of equipment on the Lease Premises, without limitation of any other indemnity contained in this Lease.

SECTION 9. SIGNS.

A. Tenant shall be responsible for the purchase, installation, and maintenance of any sign in the Leased Premises, or on the exterior of the Leased Premises; provided, Tenant shall not (1) make any changes to the exterior of the Leased Premises, or (2) install or maintain (a) any signs, window or door lettering, placards, decorations or advertising of any type, or (b) erect or install any exterior lights, decorations, balloons, flags, banners or painting, on the exterior of the Leased Premises, which may be viewed from the outside of the Leased Premises, or located elsewhere on the Building or the Commercial Park, without first obtaining Landlord's written consent, in Landlord's sole discretion. Any sign erected upon the Leased Premises must advertise and relate to occupants of the Leased Premises and not any other parties. Tenant shall be responsible for the removal of all signs upon termination of Tenant's rights to possession hereunder, all installations and removal of signs shall be made in such a manner as to avoid injury or defacement of any Building or other improvement, and Tenant shall be responsible, at Tenant's sole expense, for all repairs, repainting or replacements of any damage, injury or defacement to the Building facia surface or the Leased Premises (including without limitation, discoloration caused by such installation and/or removal). All signage and advertising of any type located on the exterior of the Leased Premises, which may be viewed from the outside of the Leased Premises, or located elsewhere on the Building or the Commercial Park shall conform in all respects to the sign criteria established by Landlord from time to time for the Building and/or the Commercial Park and shall be subject to the prior written approval of Landlord as to all elements of such signage and advertising, including but not limited to the construction, method of attachment, size, shape, height, lighting, color, and general appearance. If Tenant installs signage without Landlord's prior written consent, Landlord shall have the right to immediately remove any unauthorized signage, and Tenant shall pay, upon demand, all costs and expenses incurred by Landlord in connection with removing same.

B. Tenant shall have the non-exclusive right in common with any of the other tenants of the Building or Commercial Park, as applicable, upon Tenant's request and the written approval of Landlord, to utilize Landlord's electronic digital monument sign ("Electronic Digital Sign") in accordance with Landlord's digital advertising criteria and all applicable laws, ordinances and regulations. Tenant shall pay Landlord as Additional Rent a monthly fee of \$ (to be determined) to utilize the Electronic Digital Sign. Tenant shall be strictly prohibited from submitting to Landlord or displaying any advertisement that (a) is false, misleading, deceptive, or defamatory; (b) is obscene or sexually explicit according to Landlord or the local community; or (c) in any manner advocates unlawful or violent action. If Tenant's advertising on the Electronic Digital Sign violates this Section 9.B or any other provision of this Lease,

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Landlord shall have the right to immediately terminate Tenant's right to utilize the Electronic Digital Sign. Landlord shall not be liable for any interruption in or failure to provide Tenant advertising on the Electronic Digital Sign, and Tenant shall not be entitled to any damages resulting from such failure nor shall such failure relieve Tenant of the obligation to pay the Base Rent and Additional Rent hereunder.

SECTION 10. REPAIRS

A. Landlord's Obligations. Landlord will maintain all structural components ("Structural Members") of the Buildings, including, without limitation, the roof (but specifically excluding the roof membrane), foundation, exterior load-bearing walls, if any (excluding exterior windows and doors), the structural floor slabs, plumbing and sewer systems outside the Building and not serving the Premises exclusively, and all other structural elements of the Leased Premises, as well as the common elements of the Buildings, in good repair, reasonable wear and use excepted. Maintenance and repair expenses caused by acts or omissions of Tenant or Tenant's agents, employees, invitees, on contractors, shall be paid directly to Landlord by Tenant upon demand plus an administrative charge in an amount equal to ten percent (10%) of such costs, and shall not constitute an Operating Cost. Landlord shall not be liable for and, except as expressly otherwise provided Section 11 and Section 12 hereof, there shall be no abatement of Base Rent or Additional Rent with respect to any injury to or interference with Tenant's business arising from any repairs, maintenance, alteration or improvement in or to any portion of the Buildings, including the Leased Premises, or in or to the fixtures, appurtenances and equipment therein.

B. Tenant's Obligations. Tenant shall repair and maintain in good repair and order (other than those items which are Landlord's responsibility as set forth in Section 10.A above) and keep clean and orderly all portions of the Leased Premises, including, without limitation: window and door glass in the Leased Premises; loading docks; interior partition walls; doors; windows; floor coverings; interior side of structural walls; lights; overhead doors, including the painting thereof; internal cranes and equipment, electrical system and equipment; plumbing systems and equipment; heating ventilating and air conditioning systems and equipment ("HVAC"); fire protection systems and equipment; sprinkler systems and other systems and equipment used in connection with the Leased Premises. Without limiting the generality of the foregoing, Tenant shall keep the Leased Premises, service ways, and loading areas on the Leased Premises neat, clean, and free from dirt or rubbish at all times, and shall carefully store in an orderly manner all trash and refuse within the areas to be specified by Landlord and in addition to any other remedies available to Landlord, Landlord shall have the right to perform any obligations of Tenant under this Section 10.B if Tenant fails to perform any such obligation for a period of five (5) business days after Landlord has given Tenant written notice thereof (unless Tenant commences to cure and diligently pursues the curing of the same) and Tenant shall pay to Landlord the reasonable cost thereof plus an administrative fee equal to ten percent (10%) of Landlord's cost to perform such obligation. Landlord shall not be required to give notice if an emergency exists. An emergency shall exist if a condition or circumstance exists which if not remedied could result in possible damage to the Buildings or Leased Premises or property of others in excess of \$10,000.00 or impair the operations of the mechanical, electrical or plumbing systems of the Leased Premises, or if the life, health or safety of any person could be endangered thereby. Notwithstanding anything to the contrary contained herein, any contractor or subcontractor performing repair and maintenance services on behalf of Tenant hereunder shall be approved in writing by Landlord.

Tenant shall, at its own cost and expense enter into a regularly scheduled preventative

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maintenance/service contract with a maintenance contractor for serving heating and air conditioning systems within the Leased Premises. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective (and a copy thereof delivered to Landlord) within thirty (30) days of the date Tenant takes possession of the Leased Premises. In the event Tenant fails to enter into or maintain such a contract during the Term, Landlord shall, in addition to any other remedies available to Landlord, have the option to enter into a regularly scheduled preventative maintenance/service contract on items for and on behalf of Tenant. In the event Landlord elects such option, Tenant shall reimburse to Landlord, as Additional Rent, all of Landlord's costs in connection with said contract, as well as Landlord's actual costs of repair and maintenance of the HVAC system. Tenant shall arrange for the regular pick-up of trash and refuse at Tenant's expense (unless notified that Landlord has elected to take over such responsibility, in which event such charges shall become a part of the Operating Costs) and regular extermination services. Tenant shall repair, maintain, and replace such construction (other than the Structural Members) and the devices and equipment installed therein and, if necessary, install additional devices and equipment (including, without limitation, any grease and oil traps and/or grease and oil receptors which the city or any other governmental entity having jurisdiction over the Leased Premises deems necessary to handle any liquid waste, grease, and oil produced at the Leased Premises), in a good and workmanlike manner and in accordance with all applicable laws and regulations governing such construction, devices, and equipment. In addition to any other remedies available to Landlord, Landlord shall have the right to perform any obligations of Tenant under this paragraph if Tenant fails to perform any such obligation for a period of five (5) days after Landlord has given Tenant written notice thereof (unless Tenant commences to cure and diligently pursues the curing of the same) and Tenant shall pay to Landlord the reasonable cost thereof plus an administrative fee equal to ten percent (10%) of Landlord's cost to perform such obligation.

Upon the termination of this Lease or upon the termination of Tenant's right to possession of the Leased Premises, Tenant shall surrender and deliver up to Landlord the Leased Premises broom-clean and in the same condition in which they existed on the Commencement Date, ordinary wear and tear excepted; however, such exception for ordinary wear and tear shall in no way relieve Tenant of its above-described obligations for repair, replacement and maintenance during the term of this Lease. Prior to the end of the Term or upon the termination of Tenant's right to possession of the Leased Premises or termination of this Lease, but subject to the lien and security interest and other rights of Landlord referred to in Section 15, Tenant shall remove Removable Trade Fixtures (hereinafter defined) (excluding, however, ducts, conduits, wiring, pipes, paneling or other wall coverings or floor coverings), and, in addition to other applicable provisions of this Lease regarding such removal, the following shall apply: Tenant must not be in default of any obligation or covenant under this Lease at the time of such removal; and such removal must be effected without material damage to the Leased Premises and Tenant must promptly repair all damage caused by such removal. For the purposes hereof, the phrase "Removable Trade Fixtures" means the following: all of Tenant's signs, counters, tables, chairs, desks, racks, merchandisers and displayers, standards, wall brackets, hang rods, shelves, mirrors, cash registers and other business machines, wall brackets and other equipment used by Tenant in its business operations that can be removed without materially damaging the Leased Premises. Removable Trade Fixtures shall not include, for purposes of Tenant's right to remove, items originally furnished or paid for by Landlord or replacements of such items. Unless Tenant shall have, at the time of the alteration, requested in writing and obtained Landlord's approval in writing of any item Tenant desires to remain on the Leased Premises after the termination of the Lease, Tenant shall at the expiration or termination of the Lease, if requested by Landlord in writing prior to the termination or expiration of the Term of this Lease, remove any or all alterations, additions, fixtures, equipment and other property installed or placed by Tenant or any

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sublessee or assignee (as herein permitted) (regardless of whether Landlord's consent was obtained with respect to same) in the Leased Premises, and shall repair any damage caused by such removal and restore the Leased Premises to the condition thereof at the time of the commencement of the Term of this Lease, excepting only ordinary wear and tear, and damage hereunder not otherwise required to be repaired by Tenant.

If Tenant fails to remove any Removable Trade Fixtures or if Landlord requests in writing that Tenant remove any or all alterations, additions, fixtures, equipment and property installed or placed by it or any such sublessee or assignee in the Leased Premises and Tenant fails to comply with such request prior to the expiration or termination of the Term of this Lease, or if Tenant fails to repair any damage to the Leased Premises and/or the Buildings caused by its removal of any of the aforesaid, then Landlord shall have the right (but shall not be obligated) to remove such Removable Trade Fixtures and/or such other alterations, additions, fixtures, equipment or property installed or placed by Tenant in the Leased Premises (Tenant hereby waiving any damage caused thereby) or repair any such damage to the Leased Premises and/or Buildings are a part, and thereupon Tenant shall, at Landlord's election, on demand pay (or reimburse Landlord for) the reasonable cost of such removal and the reasonable cost of transportation and storage on any Removable Trade Fixtures (or other alterations, additions, fixtures, equipment and property installed or placed by Tenant in the Leased Premises) which Landlord elects to store pending disposition thereof, and the reasonable cost of repairing any such damage to the Leased Premises and/or Buildings, and, in addition, Tenant shall pay Landlord upon demand interest on all such sums at twelve percent (12%) per annum.

All plumbing or electrical wiring connections exposed as a result of the removal of Tenant's Removable Trade Fixtures, or other alterations, additions, fixtures, equipment and property installed or placed by it in the Leased Premises (if such removal is so requested by Landlord) shall be capped by Tenant in a safe and workmanlike manner. Use by Tenant in advertising, letterheads, or otherwise of any trade name or trademark used by Landlord shall be subject to such restrictions and regulations as Landlord may reasonably prescribe from time to time.

SECTION 11. CASUALTY DAMAGE.

A. Repairs. In the event of a fire or other casualty in the Leased Premises, Tenant shall immediately give notice thereof to Landlord. Except as otherwise provided below, Landlord shall use its reasonable efforts after receipt of insurance proceeds to cause the necessary repairs to the Leased Premises to be made with due diligence and reasonable dispatch; provided, however, that Landlord shall not be required to repair or replace furnishings, furniture, or other personal property which Tenant may be entitled to remove from the Leased Premises or any property improvement constructed and installed by or for Tenant. Subject to Landlord receiving insurance proceeds, Landlord shall make reasonable efforts to commence making the required repairs to the Leased Premises within thirty (30) days following the date of the casualty or other damage and thereafter prosecute the repairs with due diligence and reasonable dispatch. If the Leased Premises, or any portion thereof, shall be partially destroyed by fire or other casualty so as to render the Leased Premises, or any portion thereof, untenable and such portion is not actually used by Tenant, the rent shall proportionately abate thereafter until such time as the Leased Premises, or any portion thereof, are made tenantable; provided, however, there shall be no abatement of rent and/or any abatement of rental shall cease as to any portion of the Leased Premises actually used by Tenant. If Landlord has elected to repair and reconstruct the Leased Premises, which election and notice

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of such election to Tenant must occur within thirty (30) days after the date of the casualty (or within sixty (60) days after such casualty if the event causes 50% or more of the Leased Premises to be untenable) this Lease shall continue in full force and effect and such repairs, except in the event of a major casualty as set forth in Section 11.B below, will be made as soon as reasonably practicable thereafter, but not later than 270 days after the date of the casualty or other damage, subject to Excusable Delays; provided, however, that Landlord shall use reasonable efforts to not unreasonably interfere with Tenant's use and occupancy of any portion of the Leased Premises not destroyed or damaged. Except as otherwise expressly provided above, in no event shall Landlord be required to commence the restoration or repair of the Buildings until Landlord receives the insurance proceeds therefore. No damages, compensation, or claims shall be payable by Landlord for any inconvenience, loss of business, or annoyance arising from such repair and reconstruction. Tenant and Landlord agree that the Term of this Lease shall be extended by a period of time equal to the period of such repair and reconstruction.

B. Termination in the Event of Major Casualty. In the event (i) such destruction results in one-half (1/2) or more of the Leased Premises or Buildings being untenable for a period, reasonably estimated by a responsible contractor selected by Landlord, to be 270 days or longer after the date of the destructive event, or (ii) more than twenty percent (20%) of the insurance proceeds are retained by the holder of any mortgage on the Buildings or Land or are otherwise unavailable to Landlord to rebuild or repair the Buildings or Leased Premises and Landlord elects not to repair or rebuild, the Landlord shall so notify Tenant promptly in writing within the time periods described in this Section 11.B. Landlord shall select a responsible contractor and deliver to Tenant the results of the responsible contractor's analysis ("Damage Analysis") within thirty (30) days of the destructive event. If Landlord is entitled to terminate this Lease, Landlord shall give to Tenant within thirty (30) days following Landlord's delivery to Tenant of the Damage Analysis written notice of whether or not Landlord is electing to terminate this Lease pursuant to the foregoing provisions of this Section 11. If Landlord does not so terminate this Lease, then such written notice shall also advise Tenant of Tenant's right to elect to terminate this Lease pursuant to the foregoing provisions of this Section 11, and Tenant must exercise such right of termination, if at all, by giving written notice thereof to Landlord within not more than ten (10) business days after receipt of said written notice from Landlord to Tenant.

C. Rent. Upon termination, in the event that Landlord shall elect not to restore the Leased Premises or Tenant elects to exercise its right to terminate this Lease, then all rent owed up to the time of such destruction or termination, as set forth in Section 11, shall be paid by Tenant and thenceforth this Lease shall cease and come to an end. In the event that this Lease is terminated as herein permitted, Landlord shall refund to Tenant any prepaid rent, and the Security Deposit, if applicable, less any sum then owing or which would thereafter become owing to Landlord by Tenant, including any amounts payable to Landlord under the provisions of Section 5 of this Lease.

SECTION 12. CONDEMNATION.

If ten percent (10%) or more of the Leased Premises is condemned (or conveyed to a governmental authority in lieu of condemnation), then Landlord or Tenant may elect to terminate this Lease, by written notice to the other party within sixty (60) days following receipt of notice of such condemnation, in which event the Term shall terminate on the date that possession of such portion of the Leased Premises is taken by the governmental authority. All condemnation awards for a taking of either the Leased Premises or the Buildings shall belong to Landlord; provided, however that Tenant may seek

and retain such compensation as may be separately awarded to Tenant in Tenant's own name and right on account of all damage to Tenant's business by reason of such condemnation. If neither Landlord nor Tenant timely elect to exercise their above right to terminate this Lease, the Lease shall remain in full force and effect and the Base Rent, will be reduced in proportion to the square footage of the Leased Premises that has been taken.

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SECTION 13. INSURANCE AND INDEMNITY

A. **Tenant's Insurance.** Tenant agrees to maintain the insurance set forth on **Exhibit "J"** attached hereto and incorporated herein by reference.

TENANT AGREES TO USE AND OCCUPY THE LEASED PREMISES AND PLACE ITS FIXTURES, EQUIPMENT, MERCHANDISE, AND OTHER PROPERTY AT TENANT'S OWN RISK AND HEREBY WAIVES AND RELEASES ALL RIGHTS OF RECOVERY AGAINST LANDLORD AND THE LANDLORD INDEMNITEES (HEREAFTER DEFINED) FOR ANY RISK COVERED BY ANY POLICY OF PROPERTY INSURANCE COVERING THE LEASED PREMISES AND MAINTAINED OR REQUIRED TO BE MAINTAINED (WHETHER OR NOT ACTUALLY MAINTAINED) BY EITHER LANDLORD OR TENANT IN ACCORDANCE WITH SECTION 13 HEREOF, TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER THE SAME IS CAUSED BY FIRE OR OTHER CASUALTY OR THE CONDITION OF THE LEASED PREMISES, REGARDLESS OF THE CAUSE OF THE LOSS, EXCEPT TO THE EXTENT THE CAUSE OF THE LOSS IS DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD INDEMNITEES. THIS WAIVER AND RELEASE APPLIES EVEN IF THE LOSS IS CAUSED BY THE ACTS OR OMISSIONS OF LANDLORD OR THE LANDLORD INDEMNITEES, WHETHER OR NOT NEGLIGENT (BUT EXPRESSLY EXCLUDES THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR THE LANDLORD INDEMNITEES), AND SHALL BAR RECOVERY AGAINST LANDLORD OR THE INDEMNITEES BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY INSURER) BY WAY OF SUBROGATION OR ASSIGNMENT. TENANT'S WAIVER AND RELEASE OF LANDLORD AND THE INDEMNITEES SHALL BIND TENANT'S PERMITTED ASSIGNEES AND SUBTENANTS. TENANT SHALL ALSO PROVIDE EVIDENCE OF TENANT'S INSURER'S WAIVER OF SUBROGATION IN FAVOR OF LANDLORD FOR LOSS OR DAMAGE CAUSED BY LANDLORD TO TENANT PROPERTY.

For the purposes of this Lease, the "Landlord Indemnitees" shall mean and refer to Landlord and Landlord's directors, officers, managers, shareholders, partners, joint venturers, members, employees, agents, customers or invitees, contractors, affiliates, attorneys, and their respective heirs, legal representatives, successors and assigns.

TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE LANDLORD INDEMNITEES FROM ALL LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES AND LIABILITY, INCLUDING DEFENSE COSTS, INVESTIGATIVE COSTS AND FEES OF EXPERTS (COLLECTIVELY, "CLAIMS") THAT ARISE OR ALLEGEDLY ARISE FROM ANY OF THE FOLLOWING CIRCUMSTANCES: (I) ANY ACTS OR OMISSIONS OF TENANT OR TENANT'S AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, CUSTOMERS OR INVITEES (OR ANY OF THEIR EMPLOYEES); (II) ANY FAILURE OF TENANT OR TENANT'S AGENTS AND/OR EMPLOYEES TO COMPLY WITH LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY PERTAINING TO THE USE OR OCCUPANCY OF THE LEASED PREMISES OR PERTAINING TO TENANT'S BUSINESS; AND (III) ANY BODILY INJURY, DEATH OR PROPERTY DAMAGE SUFFERED BY ANY PERSON THAT OCCURS WITHIN THE

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LEASED PREMISES WHICH IS CAUSED BY TENANT OR TENANT'S AGENTS, EMPLOYEES, CUSTOMERS OR INVITEES. Tenant's obligations include: (i) **THE OBLIGATION TO DEFEND LANDLORD AND THE LANDLORD INDEMNITEES AGAINST ALL SUCH CLAIMS, INCLUDING CLAIMS FOR LANDLORD'S ACTS, OMISSIONS OR NEGLIGENCE (BUT EXPRESSLY EXCLUDING THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR THE LANDLORD INDEMNITEES)**; (ii) the obligation to pay Tenant's proportionate share of any settlement reached by Tenant with respect to the Claim; and (iii) the obligation to pay the full amount of any damages that are awarded against Tenant with respect to the Claim.

B. 1. Landlord's Property Insurance and Waivers of Subrogation.

Landlord agrees to take out and maintain a policy of Special Causes of Loss (formerly called "All Risk of Physical Loss") Property Insurance on the Buildings and other Landlord property at the Leased Premises. Such policy must be in effect as of the Commencement Date and must be maintained at all times during Tenant's occupancy of the Leased Premises and during the Term. Such policy shall satisfy any co-insurance requirements and must contain a replacement cost endorsement.

LANDLORD AGREES TO LEASE TO TENANT THE LEASED PREMISES AND OTHER LANDLORD PROPERTY AT LANDLORD'S OWN RISK AND HEREBY WAIVES AND RELEASES ALL RIGHTS OF RECOVERY AGAINST TENANT AND THE TENANT INDEMNITEES (HEREAFTER DEFINED) FOR ANY RISK COVERED BY ANY POLICY OF PROPERTY INSURANCE COVERING THE LEASED PREMISES AND MAINTAINED OR REQUIRED TO BE MAINTAINED (WHETHER OR NOT ACTUALLY MAINTAINED) BY EITHER LANDLORD OR TENANT IN ACCORDANCE WITH SECTION 13 HEREOF, TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER THE SAME IS CAUSED BY FIRE OR OTHER CASUALTY, REGARDLESS OF THE CAUSE OF THE LOSS, EXCEPT TO THE EXTENT THE CAUSE OF THE LOSS IS DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR TENANT INDEMNITEES. THIS WAIVER AND RELEASE APPLIES EVEN IF THE LOSS IS CAUSED BY ACTS OR OMISSIONS OF TENANT OR THE TENANT INDEMNITEES, WHETHER OR NOT NEGLIGENT (BUT EXPRESSLY EXCLUDES THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR THE TENANT INDEMNITEES), AND SHALL BAR RECOVERY AGAINST TENANT OR THE TENANT INDEMNITEES BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY INSURER) BY WAY OF SUBROGATION OR ASSIGNMENT. LANDLORD'S WAIVER AND RELEASE OF TENANT AND THE TENANT INDEMNITEES SHALL BIND LANDLORD'S PERMITTED ASSIGNEES AND SUBTENANTS. LANDLORD SHALL ALSO PROVIDE EVIDENCE OF LANDLORD'S INSURER'S WAIVER OF SUBROGATION IN FAVOR OF TENANT FOR LOSS OR DAMAGE CAUSED BY TENANT TO LANDLORD PROPERTY.

For purposes of this Lease, the "Tenant Indemnitees" shall mean Tenant and Tenant's directors, officers, managers, shareholders, partners, joint venturers, members, employees, agents, customers or invitees, contractors, affiliates, attorneys and their respective heirs, legal representatives, successors, and assigns.

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2. **Landlord's General Liability Insurance and Other Insurance.** Landlord shall maintain Standard Commercial General Liability Insurance coverage, which shall be in a minimum amount of \$1,000,000 per occurrence, \$2,000,000 policy aggregate, including coverage for bodily injury and property damage and products liability coverage; and contractual liability coverage insuring the indemnity obligations of Landlord under this Lease. Landlord may also maintain business interruption insurance in favor of Landlord in an amount sufficient to pay for at least twelve (12) months of all Rent payable under the terms of this Lease. Such policies must be in effect as of the Commencement Date and must be maintained at all times during Tenant's occupancy of the Leased Premises and during the Term. At the request of Tenant, a certificate evidencing all insurance policies required to be maintained by Landlord shall be deposited with Tenant following the Commencement Date and current certificates shall be deposited with Tenant at all times during Tenant's occupancy of the Lease Premises and during the renewal term of each policy.

SECTION 14. ASSIGNMENT AND SUBLETTING.

A. Transfers. Tenant shall not, without the prior written consent of Landlord, (1) assign, transfer or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (2) sublet any portion of the Premises, (3) grant any license, concession or other right of occupancy of any portion of the Premises, or (4) permit the occupation of the Premises by any parties other than Tenant (any of the foregoing events being a "Transfer").

B. Consent Standards. Landlord shall not unreasonably withhold, condition, or delay its consent to any assignment or subletting of the Premises, provided that the proposed transferee: (1) is, in the Landlord's reasonable determination and opinion, an acceptable credit risk, and (2) will use the Leased Premises for the Permitted Use. It shall not be unreasonable for Landlord to withhold its consent to any assignment or subletting while an Event of Default exists and is continuing. Notwithstanding the foregoing, Landlord's consent will not be required with respect to any assignment or subletting to any Affiliate of Tenant, provided Tenant provides Landlord with prior written notice of such assignment or subletting. As used herein, "Affiliate" shall mean an entity that controls, is controlled by, or under common control with Tenant.

C. Request for Consent. If Tenant requests Landlord's consent to a Transfer, then, at least thirty (30) days prior to the effective date of the proposed Transfer, Tenant shall provide Landlord with a written description of all material terms and conditions of the proposed Transfer, copies of the proposed transfer documentation, and the following information about the proposed transferee: (1) name and address of the proposed transferee; (2) its proposed use of the Leased Premises; and (3) such financial information as Landlord may reasonably request to enable Landlord to determine the proposed transferee's creditworthiness.

D. Conditions to Consent. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes Tenant's obligations hereunder arising on or after the transfer date. Any attempt by Tenant or a proposed transferee, in any Transfer, to release Tenant from its obligations under this Lease without Landlord's consent shall be void. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. Tenant and Guarantor shall remain liable for the performance of all of the obligations of Tenant hereunder notwithstanding any Transfer. If an Event of Default occurs while the

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Leased Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents and other amounts becoming due to Tenant and apply such amounts against Base Rent. As part of the Tenant's Transfer, Tenant shall direct and authorize its transferees to make payments of rents and other amounts due under such Transfer directly to Landlord upon receipt of notice from Landlord to do so following the occurrence of an Event of Default hereunder. Tenant shall pay for the cost of any demising walls or other improvements necessitated by a proposed subletting or assignment.

E. Additional Compensation. So long as no Event of Default exists and is continuing, Tenant shall pay to Landlord, immediately upon receipt thereof, fifty percent (50%) of the excess of (1) all compensation received by Tenant for a Transfer (other than a Permitted Transfer) over (2) the Base Rent allocable to the portion of the Leased Premises covered thereby. While any Event of Default exists and is continuing, Tenant shall pay to Landlord, immediately upon receipt thereof, one hundred percent (100%) of the excess of (a) all compensation received by Tenant for a Transfer over (b) the Base Rent allocable to the portion of the Leased Premises covered thereby.

F. Landlord Assignment. Landlord may assign, convey or otherwise transfer its rights, title and interest hereunder and/or in the Leased Premises, or any portion thereof, without the consent of Tenant. The term "Landlord" so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean only the owner of the Leased Premises at the time in question. Upon any transfer of the title thereto, former Landlord automatically shall be relieved from all liability with respect to any obligation on the part of Landlord thereafter to be performed, provided former Landlord shall render to the transferee any funds it then holds in which Tenant has an interest. Any right, title or interest of Landlord assigned hereunder may be assigned and reassigned in like manner by any assignee thereof.

SECTION 15. LANDLORD'S LIEN.

If Landlord shall have taken possession of the Leased Premises pursuant to the authority hereinafter granted in connection with an Event of Default or for any other lawful reason, Landlord shall have the right to keep in place and use all of the furniture, fixtures and equipment at the Leased Premises, including that which is owned or leased to Tenant, at the times prior to any foreclosure thereon by Landlord or repossession thereof by any lessor thereof or third party having a lien thereon. Landlord shall have the right to remove from the Leased Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of Tenant's furniture, fixtures, equipment and other property located thereon and place same in storage at any premises within Harris County, Texas; or dispose of same in any manner acceptable to Landlord; and in such event, Tenant shall be liable to Landlord for reasonable costs incurred by Landlord in connection with such removal, storage and/or disposal and shall indemnify, defend, and hold Landlord and the Landlord Indemnitees harmless from all loss, damage, cost, expense and liability in connection with such removal, storage and/or disposal. Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable. Tenant shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Leased Premises, nor may such interest be transferred by operation of law. Any attempt to do any of the foregoing shall be void and of no effect.

SECTION 16. DEFAULT; REMEDIES.

A. Events of Default. Each of the following acts of Tenant constitutes an event of default (“Event of Default”) under this Lease: (i) Tenant’s failure to pay the required amount of rent when due or the required amount of any other monetary sum when due under this Lease, which failure continues for five (5) days after written notice, provided that notice shall not be required more than two (2) times in any twelve (12) month period; (ii) Tenant’s failure to comply with any covenant, duty or obligation of Tenant under this Lease (other than those referred to in clause (i) above) that is not cured within thirty (30) days after Tenant receives a written notice of such failure from Landlord, provided that if such default is not capable of being cured within such thirty (30) day period and Tenant commences curing within such thirty (30) day period and diligently pursues curing of the same thereafter, the same shall not be a default so long as Tenant is diligently pursuing the curing of such default; (iii) any voluntary petition or similar pleading under any bankruptcy act or under any law seeking reorganization or an arrangement with creditors or adjustment of debts, is filed by or against Tenant, or if any such petition or pleading is involuntary, and it is not adjudicated favorably to Tenant within sixty (60) days; (iv) the leasehold of Tenant is levied upon or attached by process of law and Tenant does not vigorously contest same by appropriate proceedings and remove or vacate the same within sixty (60) days from the date of its creation, service or filing; (v) Tenant admits in writing its inability to pay its debts, or if a receiver, trustee or other court appointee is appointed for all or a substantial part of Tenant’s property; (vi) Tenant makes an assignment for the benefit of creditors, or if any proceedings are filed by or against tenant to declare Tenant insolvent or unable to meet its debts; and (vii) a receiver or similar type of appointment or court appointee or nominee of any name or character is made for Tenant or its property and Tenant does not vigorously contest the same by appropriate proceedings and remove or vacate same within sixty (60) days from the date of appointment.

B. Landlord’s Remedies. If an Event of Default should occur under this Lease, then Landlord may do any of the following (in conjunction with or in addition to pursuing any or all of the other rights and remedies provided to Landlord under this Lease, by law or in equity):

- (i) terminate this Lease by sending a written termination notice to Tenant at the address stated above (in which event, Tenant will immediately surrender possession of the Leased Premises to Landlord);
- (ii) enter upon and take possession of the Leased Premises and expel or remove Tenant and any other occupant therefrom and terminate Tenant’s right to possession of the Leased Premises with or without terminating this Lease (in which event, Tenant shall immediately surrender possession of the Leased Premises to Landlord);
- (iii) remedy the Event of Default on behalf of Tenant (in which event, Tenant must pay to Landlord all of Landlord’s reasonable costs and expenses so incurred immediately upon receipt of Landlord’s invoice); and/or
- (iv) recover all amounts then owing (and, after the passage of time, that become owing) under the Lease without terminating this Lease or Tenant’s right to possession of the Leased Premises.

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Landlord's exercise of any of the remedies available to Landlord under this Lease shall not constitute Landlord's acceptance of surrender of the Leased Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. Tenant hereby acknowledges that Landlord shall have the right, after an Event of Default which involves a failure to timely pay any rent, without any notice to Tenant (to the extent allowed by law), to alter locks and other security devices at the Leased Premises, remove Tenant's property and the property of others located within the Leased Premises, and post a "For Lease" and/or "For Sale" sign on the Property. Landlord may require full payment of the rent then due to Landlord under this Lease as a condition to Tenant's entitlement to a key to new or altered locks that Landlord may have placed on the Leased Premises after an Event of Default which involves a failure to pay rent. If Landlord exercises its rights to alter the locks at the Leased Premises, Landlord or its agents shall place a written notice on Tenant's front door of the Leased Premises stating the name, address and phone number of the individual or company from which the new key may be obtained. Landlord shall only be required to provide Tenant with a new key during Landlord's regular business hours which are agreed to be 8:00 a.m. to 5:00 p.m. Monday through Friday except for holidays; provided that in no event shall Landlord be required to provide Tenant a new key until such time as Tenant pays all rent due under this Lease. No such alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Leased Premises shall be deemed unauthorized or to constitute a conversion, Tenant hereby consenting, after any Event of Default, to the aforesaid exercise of dominion over Tenant's property within the Leased Premises. All claims for damages (**INCLUDING CLAIMS FOR DAMAGES BASED UPON NEGLIGENT OR WILLFUL MISCONDUCT ACTIONS OF LANDLORD OR LANDLORD'S AGENTS OR CONTRACTORS**) by reason of such lawful reentry and/or repossession are hereby waived. Further, all claims for damages by reason of such lawful alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Tenant agrees that any reentry by Landlord may be pursuant to a judgment obtained in forcible detainer proceedings or other legal proceedings or without any legal proceedings, as Landlord may elect; and Landlord shall not be liable in trespass or otherwise. To the extent of any inconsistency between this Lease and the provisions of Section 93.002 of the Texas Property Code (as it may be hereafter amended or recodified), it is the agreement of the parties that this Lease shall prevail.

Notwithstanding the foregoing, if Landlord has theretofore formally and permanently repossessed the Leased Premises or terminated this Lease pursuant to Sections 16.B.(i) or (ii), above, or if Tenant's defaults are not reasonably subject to cure (such as early abandonment or vacating of the Leased Premises), then Landlord shall not be obligated to provide the new key(s) to Tenant under any circumstances, regardless of Tenant's payment of past-due rent or other past-due amounts, damages or other payments or amounts of any nature or kind whatsoever. The provisions of this paragraph are intended to override and supersede any conflicting provisions of the Texas Property Code (including, without limitation, Section 93.002 thereof, and any amendments or successor statutes thereto), and of any other law, to the maximum extent permitted by applicable law.

If Landlord elects to terminate the Lease by reason of an Event of Default, or if Landlord elects to terminate Tenant's right to possession of the Leased Premises without terminating this Lease, or if Landlord exercises any other remedy, Landlord may hold Tenant liable for all Base Rent, Taxes, Insurance Premiums and other indebtedness accrued to the date of such termination (or other remedy exercised), plus such Base Rent, Taxes, Insurance Premiums and other indebtedness as would otherwise

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have been required to be paid by Tenant to Landlord during the period following termination of the Term (or Tenant's right to possession of the Leased Premises or other remedy exercised, as the case may be) measured from the date of such termination by Landlord until the date which would have been the date of expiration of the Term as stated in Section 1.E (had Landlord not elected to terminate the Lease or Tenant's right to possession on account of such Event of Default) diminished by any net sums (if any) thereafter received by Landlord through re-letting the Leased Premises during said period (after deducting expenses incurred by Landlord as provided in the succeeding paragraph). Following the date of notice of termination of this Lease or the termination of Tenant's right to possession, without the termination of this Lease, Landlord shall make reasonable commercial attempts to relet the Leased Premises or portions thereof. As used herein, "reasonable commercial attempts to relet" shall mean (a) listing the Leased Premises for lease with a licensed real estate broker, which may be an affiliate of Landlord, (b) entertaining but not necessarily accepting offers to lease, and (c) to the extent allowed by law or applicable deed restrictions, placing "For Lease" signs on the Leased Premises. In no event shall Landlord be obligated to accept an assignee or sublessee who desires to use the Leased Premises for one of the Prohibited Uses. Actions to collect amounts due by Tenant provided for in this paragraph of Section 16 may be brought from time to time by Landlord during the aforesaid period, on one or more occasions, without the necessity of Landlord's waiting until expiration of such period; and in no event shall Tenant be entitled to any excess of rent (or rent plus other sums) obtained by re-letting over and above the rent herein reserved.

In addition to all other amounts and other obligations for which Tenant is liable upon an Event of Default, in case of an Event of Default, Tenant shall also be liable for and shall pay to Landlord, in addition to any sums provided to be paid above: reasonable broker's fees and all other reasonable costs and fees incurred by Landlord in connection with re-letting, or attempting to re-let, the whole or any part of the Leased Premises; the reasonable costs of removing and storing Tenant's or other occupant's property; the reasonable costs of repairing, altering, remodeling or otherwise putting the Leased Premises into a condition acceptable to a new tenant or tenants; reasonable costs associated with the execution of any lease with a new tenant or tenants (including, without limitation, reasonable attorneys' fees); and all expenses incurred by Landlord in enforcing Landlord's remedies (including, without limitation, reasonable attorneys' fees). Past due rent and other past due payments shall bear interest from maturity until paid at the lesser of: (i) the highest non-usurious rate permitted by law or (ii) eighteen percent (18%) per annum.

C. Landlord's Default. If Landlord should fail to perform any of its obligations under this Lease, Tenant's exclusive remedy is the institution of a suit for damages (Tenant hereby waiving the benefit of any laws granting it a lien on the property of Landlord), which shall be subject to the provisions of Section 19 below. Prior to instituting such a suit, Tenant must supply Landlord with notice of such failure. Landlord shall then have a reasonable period of time, but not less than thirty (30) days following Landlord's receipt of Tenant's notice except in case of emergency, in which to commence curative action. Tenant may not institute such a suit during such thirty (30) day period or thereafter during the period in which Landlord is diligently attempting to cure such default. In no event shall Tenant have the right to offset any sum owing, or allegedly owing, by Landlord to Tenant against any sum otherwise owing by Tenant to Landlord.

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D. **Waiver of Consequential Damages.** Notwithstanding anything contained herein to the contrary, Tenant hereby waives any right of recovery against Landlord for any special, indirect, punitive or consequential damages, which shall be caused by, arise out of, occasioned by, or in any way attributable to, this Lease and/or the transaction contemplated by this Lease.

SECTION 17. HOLDOVER.

If Tenant should remain in possession of the Leased Premises after the end of the Term, then Tenant shall be occupying the Leased Premises as a tenant-at-sufferance, under all of the terms and conditions of this Lease, except that the Base Rent payable during the holdover period shall be equal to one hundred fifty percent (150%) of the Base Rent last applicable during the Term.

SECTION 18. NOTICE.

Any notice given under this Lease must be in writing and delivered by U. S. certified mail, return receipt requested, by recognized national overnight delivery service, such as Federal Express or UPS, by email (with the original notice being delivered by another delivery method specified in this Section 18) or by hand. Notices given to Landlord by U. S. certified mail, overnight delivery must be sent to Landlord at Landlord's address stated above; and notices given to Tenant by U. S. certified mail, overnight delivery or email must be sent to Tenant at Tenant's address stated above in Section 1.J. Either party may change its address by giving the other party notice of such change. A signed return receipt shall be conclusive evidence that the notice was delivered in the due course of mail. Notice that is properly addressed, with adequate postage prepaid and mailed by certified mail, return receipt requested, shall be deemed received upon the earlier of actual receipt, as indicated on the signed, returned receipt card; or three days after appropriate posting (whether or not actually received or accepted). Notice given by overnight delivery service will be deemed received on the business day when the delivery service's records indicate that delivery was affected. Notice given by email shall be deemed delivered on the date of email, provided that if the recipient of such notice given by email acknowledges receipt of such notice in writing (including by email), the original notice need not be delivered, and such notice shall be deemed delivered on the date of the email. Notice given by hand shall be effectively given wherever the intended recipient is found and shall be deemed received upon the date of delivery or on the date of attempted delivery if delivery is refused. No change of address of either party shall be binding on the other party until notice of such change of address is given to the other party.

SECTION 19. LIMITATION OF LANDLORD'S LIABILITY.

Tenant waives and relinquishes all rights to claim any nature of lien against rent. All liability of Landlord for damages for breach of any covenant, duty or obligation of Landlord hereunder may be satisfied only out of the interest of Landlord in the Buildings and Land existing at the time the events occurred which gave rise to Landlord's liability. The term "Landlord" shall mean only the owner for the time being of the Leased Premises, and in the event of the transfer by such owner of its interest in the Leased Premises, such owner shall thereupon be released and discharged from all covenants and obligations of Landlord thereafter accruing, but such covenants and obligations shall be binding during the lease term upon each new owner for the duration of such owner's ownership.

SECTION 20. INSPECTION AND ACCESS TO LEASED PREMISES.

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Landlord and any mortgagee shall have the right to enter upon the Leased Premises at any reasonable time after notice for the purpose of evaluating Tenant's performance under this Lease, inspecting the same, making repairs or additions to the Leased Premises or showing the Leased Premises to prospective purchasers, lessees, or lenders. Landlord shall be required to give no notice in connection with making repairs or additions to the Leased Premises if an emergency exists. An emergency shall be deemed to exist if a condition or circumstance exists which, if left unchanged, could damage the Leased Premises, or the property of any person or entity in an amount in excess of \$10,000.00, impair any mechanical, electrical and plumbing systems of the Buildings, or endanger the life, health or safety of any person at the Leased Premises. Landlord may place "for lease" notices upon the Leased Premises during the last six (6) months of the Term. In any circumstances where Landlord is permitted to enter upon the Leased Premises during the Term, no such entry shall constitute an eviction or disturbance of Tenant's use and possession of the Leased Premises or a breach by Landlord of any of its obligations hereunder or render Landlord liable for damages for loss of business or otherwise or entitle Tenant to be relieved from any of its obligations hereunder or grant Tenant any right of set-off or recoupment or other remedy, and in connection with any such entry incident to performance of repairs, replacements, maintenance or construction, all of the aforesaid provisions shall be applicable notwithstanding that Landlord may elect to take building materials in, to or upon the Leased Premises that may be required or utilized in connection with such entry by Landlord.

SECTION 21. MORTGAGE.

Tenant agrees that its interest under this Lease shall be subordinate to any present or future mortgage, deed of trust or similar encumbrance placed upon the Leased Premises; and that Tenant will subordinate its rights under this Lease to the lien thereof and to all advances made or hereafter to be made upon the security thereof, and, that within ten (10) business days of a request by Landlord from time to time, Tenant shall execute and deliver to Landlord a subordination, non-disturbance and attornment agreement ("SNDA") in the form reasonably required by Landlord or Landlord's mortgagee; provided, however, if requested by Tenant, as a condition of any subordination requested by the holder of a mortgage executed after the date hereof, the holder of any such mortgage, Tenant, and Landlord shall enter into an SNDA recognizing Tenant's rights under this Lease. All instruments and agreements to be executed under this Section shall be in form reasonably acceptable to the parties thereto. Notwithstanding the foregoing, a lender holding a mortgage encumbering the property of which the Leased Premises is a part or the purchaser at a foreclosure sale shall have the right and option to make this Lease superior. If in connection with Landlord obtaining financing for the property of which the Leased Premises is a part, from time to time, such lender shall request reasonable modifications in this Lease as a condition of providing Landlord such financing, then Tenant shall not unreasonably withhold, delay, or defer its consent thereto; provided, that such modifications do not increase the obligations of Tenant hereunder or materially affect the leasehold interest created hereby or increase the Base Rent or Additional Rent due hereunder. No amendment or modification of this Lease occurring after the date of any mortgage shall be binding on any Landlord's mortgagee unless such amendment or modification is expressly approved in writing by such mortgagee.

SECTION 22. NON-LIABILITY.

Without limiting the generality of the waiver contained in Section 13, Landlord and the Landlord Indemnitees shall not be liable to Tenant for any injury or death to person or damage or destruction to

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property sustained by Tenant or any person claiming through Tenant resulting from the Leased Premises becoming out of repair or by defect in or failure of equipment, pipes or wiring, or by broken glass, or by the backing up of drains, or by gas, water, steam, electricity, or oil leaking, escaping or flowing into the Leased Premises; provided, however, that Landlord shall remain liable for the performance of its repair obligations pursuant to Section 10; nor shall Landlord or the Landlord Indemnitees be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of any persons whomsoever.

SECTION 23. MISCELLANEOUS.

A. Independent Covenants. The obligation of Tenant to pay rent and perform Tenant's other covenants and duties under this Lease are independent, unconditional obligations that are to be performed at all times provided for in this Lease.

B. Waiver. Tenant waives and relinquishes any right to assert that Landlord is bound to perform (or is liable for nonperformance of) any implied covenants or duties of Landlord that are not stated in this Lease. Tenant agrees that Landlord shall incur no liability to Tenant due to any apparent or latent defect in the Leased Premises, but Landlord shall remain liable its repair obligations pursuant to Section 10. Except as expressly provided herein, Landlord makes no express or implied warranty regarding the condition or any other feature of the Leased Premises, including the Buildings, or this Lease, and Tenant hereby waives all such warranties.

C. Entire Agreement. It is expressly agreed by Tenant, as a material consideration for the execution of this Lease, that this Lease, with the specific references to written extrinsic documents, is the entire agreement of the parties, that there are, and were, no verbal representations, warranties, understandings, stipulations, agreements or promises pertaining to this Lease or to the expressly mentioned written extrinsic documents not incorporated in writing in this Lease.

D. Estoppel Certificate and Financial Statements.

(1) Tenant shall execute and return to Landlord estoppel certificates in the form attached hereto as **Exhibit "D"** and made part hereof or such other form that may be reasonably requested by Landlord or by any current or prospective purchaser of the Leased Premises or any part thereof or lienholder within ten (10) business days following such request. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one (1) month's rent has been paid in advance.

(2) If Landlord advises Tenant in writing of the existence of a lien on the Leased Premises, Tenant shall allow such lienholder to exercise all of Landlord's entry and curative rights under this Lease, but the lienholder shall have thirty (30) days following written notice from Tenant in which to attempt to cure Landlord's default, but shall be under no obligation to do so or such longer period as agreed to by Tenant in any nondisturbance, subordination and attornment agreement entered into with the lienholder.

(3) Within thirty (30) days after Landlord's request, not more than once per year, Tenant will furnish Tenant's most recent audited financial statements (and notes to them, if any) as may have

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been prepared by an independent certified public accountant or, failing those, internally prepared financial statements. Landlord will not disclose any aspect of such financial statements except (1) to Landlord's mortgagee or prospective mortgagees or purchasers of the Buildings to the extent such parties are bound by a confidentiality agreement similar in all material respects to the one created by this Section 22.D., (2) in the event of litigation between Landlord and Tenant, or (3) if required by court order. Tenant shall not be required to deliver the financial statements required under this Section more than once in any twelve (12) month period unless requested by Landlord's mortgagee, or a prospective buyer, or lender of the Buildings or an Event of Default occurs.

E. Time is of the Essence. Time is of the essence of this Lease. If any date for performance of any term, condition or provision hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day.

F. Binding Effect. This document shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and permitted assigns of the parties (without altering the provisions of this Lease regarding assignment and subletting).

G. Non-Waiver. Neither acceptance of any rent nor any other amount by Landlord nor failure by Landlord or Tenant to complain of any action, non-action or default of Tenant or Landlord, as applicable, shall constitute a waiver as to any breach of any covenant or condition of Tenant or Landlord, as applicable, contained herein nor a waiver of any of Landlord's or Tenant's rights hereunder, as applicable. Waiver by Landlord of any right for any default of Tenant shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. Waiver by Tenant of any right for any default of Landlord shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of Landlord or Tenant hereunder or covenant, duty or obligation of Tenant or Landlord hereunder shall be deemed waived by Landlord or Tenant unless such waiver is in writing and signed by Landlord or Tenant, as applicable.

H. Relationship. The relation created by this Lease is that of Landlord and Tenant. No provision of this Lease shall be construed in such a way as to constitute Landlord and Tenant joint venturers or co-partners or to make Tenant the agent of Landlord or to make Landlord liable for the debts of Tenant.

I. Captions. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

J. Venue and Choice of Law. All obligations of Landlord and Tenant under the terms of this Lease shall be payable and performable in Houston, Harris County, Texas. The laws of the State of Texas (not any Texas choice of law rule making applicable the law of some other jurisdiction) shall govern the construction, interpretation, validity, performance, and enforcement of this Lease.

K. Severability. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

L. Gender. With respect to terminology in this Lease, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders.

M. Broker. Except as stated in Section 1.K each of the parties represents to the other that no brokerage commission will be due as a result of such party's acts in connection with this transaction, and each party agrees to indemnify, defend and hold harmless the other party from and against any and all liabilities or expenses arising out of claims for commissions or fees from such party's acts.

N. Acts of God and Force Majeure. Landlord and Tenant, as applicable, shall not be required to perform any non-financial covenant or obligation in this Lease, or be liable in damages to the other party, so long as the performance or non-performance of the covenant or obligation is delayed, caused by or prevented by an act of God or force majeure. For purposes of this Lease, an "act of God" or "force majeure" is defined as strikes, material or labor shortages, or restrictions on material or labor by any governmental authority, riots, floods, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections, delays caused by third parties and any other cause not reasonably within the control of Landlord or Tenant, as applicable.

O. No Recordation. Tenant shall not record this Lease without the prior written consent of Landlord.

P. DTPA Waiver. TENANT WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF TENANT'S OWN SELECTION, TENANT VOLUNTARILY CONSENTS TO THIS WAIVER WITH RESPECT TO THIS LEASE AND THE PROPERTY LEASED UNDER THIS LEASE. TENANT IS VOLUNTARILY AGREEING TO THE WAIVER OF CONSUMER RIGHTS PROVISION AND CONSIDERS IT BINDING AND ENFORCEABLE; NO STATEMENT OR REPRESENTATION BY LANDLORD, OR ANY ATTORNEY OR OTHER REPRESENTATIVE ACTING ON ITS BEHALF, HAS INFLUENCED OR INDUCED TENANT TO AGREE TO THE WAIVER OF CONSUMER RIGHTS PROVISION.

Q. Construction of Lease. Tenant declares that Tenant has read and understands all parts of this Lease, including all printed parts hereof. It is agreed that, in the construction and interpretation of the terms of this Lease, the rule of construction that a document is to be construed most strictly against the party who prepared the same will not be applied, it being agreed that both parties hereto have participated in the preparation of the final form of this Lease. Wherever in this Lease provision is made for liquidated damages, it is because the parties hereto acknowledge and agree that the determination of actual damages (of which such liquidated damages are in lieu) is speculative and difficult to determine; the parties agree that liquidated damages herein are not a penalty.

R. Limitation of Warranties. LANDLORD AND TENANT EXPRESSLY AGREE THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND

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ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

S. Waiver of Jury Trial. LANDLORD AND TENANT HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS WITH REGARD TO THIS LEASE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY LANDLORD AND TENANT, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LANDLORD OR TENANT IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

T. Tenant Buildout and Construction Advances by Landlord. Landlord has provided to tenant a TOTAL BUILD-OUT ALLOWANCE of \$56,875.00. This consists of the following amounts:

1: \$40,625.00 (\$25.00 per square foot per month) which is included in the base monthly rent charge of \$2.00 per square foot per month;

2. \$16,250.00 (\$0.20 per square foot per month) for which the base rent is increased by \$0.20 per square foot per month. This brings the total BASE RENT to \$3,581.00 per month excluding CAM charges estimated to be \$0.30 per square foot per month.

3. Landlord may at its discretion advance an additional \$50,000.00 in construction advances, which will be repaid through a revised base rent. This additional construction advance will be paid to the landlord by an increase in base rent in the amount of \$0.13 per square foot for each \$10,000.00 advanced by Landlord.

4. The revised base rent (including all base rent charges and construction additions) shall serve as the base rent for any and all extensions granted under this lease or any renewal.

U. Method of Calculation. Tenant is knowledgeable and experienced in commercial transactions and does hereby acknowledge and agree that the provisions of this Lease for determining charges and amounts payable by Tenant are commercially reasonable and valid and constitute satisfactory methods for determining such charges and amounts as required by Section 93.012 of the Texas Property Code. **Tenant further voluntarily and knowingly waives (to the fullest extent permitted by applicable Law) all rights and benefits of Tenant under such section, as it now exists or as it may be hereafter amended or succeeded.**

V. Prohibited Persons and Transactions. Tenant represents to Landlord: (i) that neither Tenant nor any person or entity that directly owns a 10% or greater equity interest in it, nor any of its officers, directors or managing members, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under Executive Order 13224 (the “Executive Order”) signed on September 24, 2001, and entitled “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, or other Laws (each such person, a “Prohibited Person”), (ii) that Tenant’s activities do not violate the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, or the regulations or orders promulgated thereunder, as they may be amended from time to time, or other anti-money laundering Laws (the “Anti-Money Laundering Laws”), and (iii)

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that throughout the Term of this Lease Tenant shall comply with the Executive Order and with the Anti-Money Laundering Laws.

W. Tax Waiver. Tenant waives all rights pursuant to all laws to contest any taxes or other levies or protest appraised values or receive notice of reappraisal regarding the Property (including Landlord's personalty), irrespective of whether Landlord contests same.

X. Guaranty. Concurrent with the execution and delivery of this Lease by Tenant, Tenant shall cause **Kara Miles** (**GUARANTOR**), to execute and deliver to Landlord a guaranty in the same form as **Exhibit "I"**.

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EXECUTED in multiple counterparts, each having the force and effect of an original.

LANDLORD:



Hufsmith Kohrville Business Park

General Partner

TENANT:

kara baker

kara baker (Jun 13, 2024 21:27 CDT)

KMH studio

Owner/Hairstylist

Exhibit "A"

LEGAL DESCRIPTION OF LAND

LOT 2 - 3.7869 Acre Tract (164,955.38 square feet) of the 5.7869 Acre Tract being a replat of Lot 1, Block 1 Huffsmith-2978 as recorded in film code 620122, Harris County Map Records, situated in the Kesse Pruitt Survey, Abstract 629, City of Tomball, Harris County, Texas

Legal Description: LT 2 BLK 1 HUFFSMITH 2978 R/P

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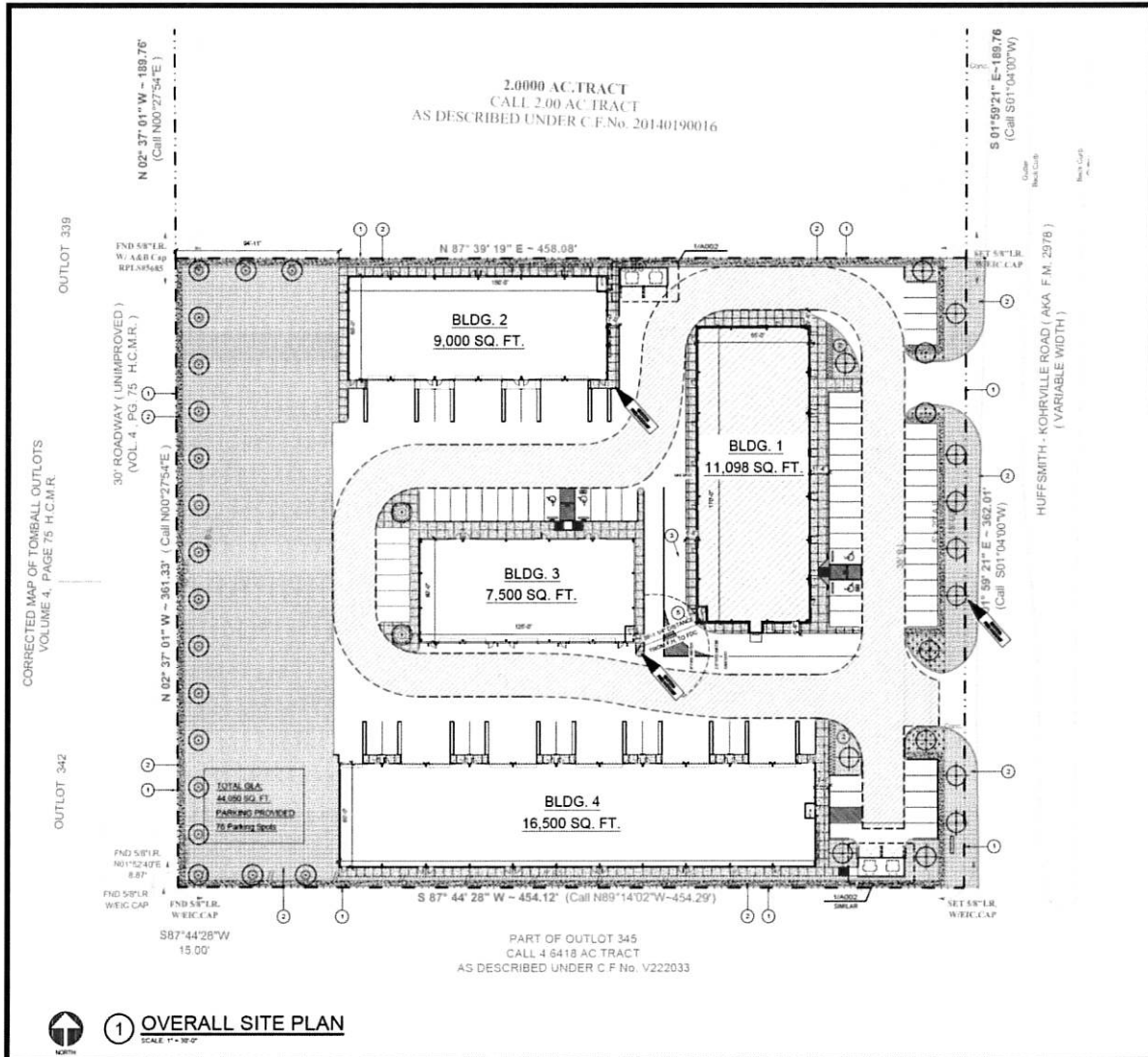
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Exhibit "B"

SITE PLAN FOR LEASED PREMISES
 MORE SPECIFICALLY BUILDING 1 - SUITE Suite 1-C



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Exhibit "C"

CONSTRUCTION RIDER

This Construction Rider is attached as an Exhibit to that certain Lease (the "**Lease**"), dated _____, by and between **Hufsmith Kohrville Business Park LLC**, as Landlord, and **Kara Miles Hair**, as Tenants. Unless otherwise specified, all capitalized terms used in this Construction Rider shall have the same meanings as in the Lease. In the event of any conflict between the Lease and this Construction Rider, the latter shall control.

All work performed by or on behalf of Tenant for (i) initial leasehold improvements and (ii) any alterations to the Leased Premises (throughout the Term) which require Landlord's approval, shall be subject to the provisions of this **Exhibit "C"**. Any items of work which Tenant reasonably believes should be exempted from the provisions of this **Exhibit "C"** (e.g. installations performed by vendors instead of contractors) shall be specified in writing to Landlord; provided that Tenant shall at all times remain responsible for its obligations as set forth in the Lease, including without limitation, with respect to Tenant's work, mechanics' or materialmens' liens, insurance and indemnification. All work performed on behalf of Tenant, and all parties performing such work (whether employee, vendor, contractor or otherwise) shall comply with the rules and regulations set forth in **Exhibit "C-1"**.

1. Plans. All Tenant work governed by this **Exhibit "C"** (the "**Tenant Work**") shall be performed in a lien-free and good and workmanlike manner in and upon the Leased Premises, at Tenant's sole cost and expense, and in accordance with plans and specifications approved by Landlord. Tenant shall submit to Landlord for Landlord's approval complete plans and specifications, prepared by a licensed architect for the construction of the Tenant Work ("**Tenant's Plans**"). Within ten (10) business days after receipt of Tenant's Plans, Landlord shall review and respond to Tenant's Plans. If Landlord disapproves Tenant's Plans, or any portion thereof, Landlord shall notify Tenant thereof and of the revisions Landlord requires before Landlord will approve Tenant's Plans. The final plans and specifications approved by Landlord are hereinafter referred to as the "**Approved Construction Documents**". Landlord's approval of the Approved Construction Documents shall not be deemed a representation or warranty regarding compliance with applicable laws, codes and ordinances, nor of the accuracy, adequacy, appropriateness, functionality or quality of the improvements to be made according to the Approved Construction Documents. Tenant's Contractor and all sub-contractors are required to comply with all shell building specifications, which are available upon request from Landlord.

2. Commencement. Prior to commencement of any Tenant Work, Tenant will provide to Landlord the following:

- a. A complete list of all proposed contractors, subcontractors, and suppliers.
- b. A copy of the building permit for the Tenant's work, as applicable
- c. A copy of the Tenant's construction schedule.

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d. The name and phone number, including emergency phone numbers, of persons authorized to represent the Tenant, Tenant's Contractor, subcontractors, and/or suppliers in regards to the Tenant Work.

e. Material Safety Data Sheets (MSDS) for any and all chemicals / products used on-site as part of or relating to, the Tenant Work.

f. Safety Program/Hazard Communication Program as required by authorities having jurisdiction over the Leased Premises or construction therein.

g. Insurance Certificates in amounts shown below for each of Tenant's contractors and subcontractors.

3. Completion.

(a) Tenant warrants that the design, construction and installation of the Tenant Work shall conform to the requirements of all applicable laws, codes and ordinances, including building, plumbing and electrical codes and the requirements of any authority having jurisdiction over, or with respect to, such Tenant Work. Any Tenant Work that does not conform to industry standard codes or adversely affects the Building or the operation thereof will promptly be remedied by the Tenant's contractor's expense. Landlord has the right to inspect construction of the Tenant Work from time to time. If any work is found that does not comply with the requirements of this **Exhibit "C"**, Tenant's Contractor will be responsible for making the necessary changes in order to comply. Any such changes that are made will be at Tenant's (or Tenant's Contractor's) expense.

(b) Within ten (10) days following substantial completion of the Tenant Work, Landlord and Tenant will inspect the Leased Premises and develop a "punch list" of any items which were not properly completed or are in need of repair. Tenant will complete (or repair, as the case may be) the items listed on the punch list no later than thirty (30) days following such inspection by Landlord and Tenant and notify Landlord in writing upon completion of such items.

(c) Within thirty (30) days following substantial completion of the Tenant Work, Tenant shall provide the following to Landlord:

(i) A sworn certificate from Tenant's architect, contractor or engineer, as applicable, stating that the Tenant Work has been completed in strict compliance with this **Exhibit "C"** and the Approved Construction Documents;

(ii) Full and final lien waivers, in form and substance reasonably satisfactory to Landlord, from Tenant's general contractor and all other contractors and suppliers provided labor or materials as part of the Tenant Work;

(iii) All guarantees or warranties with respect to the Tenant Work; and

(iv) ADA compliance letter (if applicable).

4. Contractors. Tenant will employ only experienced, licensed contractors,

architects, engineers and other consultants, as applicable, to perform the Tenant Work. The general contractor for the Tenant Work (“*Tenant’s Contractor*”) shall be subject to Landlord’s prior written approval, not to be unreasonably withheld, conditioned or delayed. At all times during any construction at the Leased Premises (including, without limitation, the Tenant Work) all contractors or other parties shall keep in full force the following:

(a) Workers Compensation - Statutory Amount in the state where the Land is located;

(b) Employer’s Liability - \$500,000 or such other higher limits imposed in accordance with the requirement, if any, of the laws of the state where the Land is located;

(c) Commercial General Liability - Unless otherwise approved in writing by Owner, in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate with Products/Completed Operations coverage (with evidence of Products/Completed Operations Coverage shown for a minimum of two years following completion of the work described in the contract);

(d) Business Auto Liability including hired and non-owned auto coverage - \$1,000,000 combined single limit;

(e) Umbrella/Excess - \$5,000,000 per occurrence; and

(f) “All-Risk” form of Builder’s Risk Insurance on a completed value form, with full replacement cost coverage, in an amount not less than the total improvement cost with a maximum deductible of \$1,000.00, and with appropriate coverage permitting occupancy prior to full completion and appropriate coverage for the cost of debris removal from the Land.

Landlord, its property manager and its mortgagee shall be named as additional insureds on each of said policies (excluding the worker’s compensation policy). Prior to its entry upon the Land, or the commencement of any of the Tenant Work, Tenant shall provide true and correct certificates of insurance evidencing such policies, and neither Tenant (nor any of its contractors or agents) shall not be entitled to enter upon the Leased Premises until it has provided such certificates.

5. Rules & Regulations. Tenant’s Contractor, and all construction performed by it at the Leased Premises, shall comply at all time with the requirements of **Exhibit “C-1”** attached hereto.

6. Assumption of Risk and Waiver.

(a) To the fullest extent permitted by law, Tenant’s Contractor will indemnify and hold the Landlord and their agents and employees harmless from and against liability claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of, resulting from, and in any way related to the performance of work pursuant to Tenant Contractor’s contract with Tenant or the presence of Tenant’s Contractor, its subcontractors, or persons directly or indirectly

employed by any of them on or about the project site, provided that such liability, claim, damage, loss or expense is attributable to bodily injury sickness, disease or death of any person (including Tenant Contractor's employees), or injury to or destruction of tangible property, including the loss of use resulting there from. Tenant's Contractor's aforesaid indemnity and hold harmless agreement shall apply to any acts or omission, willful misconduct, or negligent conduct, whether active or passive, including Tenant's Contractor's agents, subcontractors, or employees, except that said agreement shall not be applicable to injury, death, or damage to property arising from the sole negligence or willful misconduct of Landlord or their officers, agents, and servants. Tenant Contractor's aforesaid indemnity and hold harmless agreement shall not be construed to negate, abridge, or otherwise reduce and other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 6(a).

(b) In any and all claims against Landlord, or any of their agents or employees by any employee of Tenant's Contractor, any of its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this Paragraph 6 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Tenant's Contractor or any of its subcontractors under workers' or workman's compensation acts, disability benefits acts, or other employees benefit acts.

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Exhibit "C-1"

CONTRACTOR RULES AND REGULATIONS

A copy of these Rules and Regulations, acknowledged and accepted by the Contractor, and all subs, must be posted on the job site in a manner allowing easy access by all workers. It is the Contractor's responsibility to instruct all sub-contractor workers to familiarize themselves with these rules.

1. Tenant's Contractors shall cooperate with Landlord's contractor to ensure that Landlord and Tenant will occupy the Leased Premises within the agreed-upon schedule. Tenant contractors recognize that it is imperative that the work proceed uninterrupted and shall endeavor to promptly cure any work stoppage or disputes.
2. Tenant's Contractors will provide and maintain all temporary equipment distributions and connections and pay for hookups.
3. Tenant's Contractor shall coordinate any necessary inspection and approval with Landlord's contractor.
4. No smoking, alcohol, drugs or any persons under the influence allowed at the Land.
5. No abusive or explicit language, actions or materials permitted at or on the Land
6. The Tenant's Contractor shall park and store equipment within the area designated by Landlord.
7. All materials used in performance of Tenant's Work which contain Hazardous Substances being used or brought into the building shall adhere to the requirements of authorities having jurisdiction and shall have the appropriate paperwork filed at the Landlord's Building Management Office, posted at the jobsite and a copy kept with the Material.
8. Any damage caused by the building and its systems by the contractor will be repaired by the contractor immediately. Landlord's Building Management reserves the right to remedy the defects at the Tenant's Contractors expense if the work is not corrected in a timely manner.
9. No paint thinners, or hazardous materials will be poured down any drain. Drains shall not to be used for the cleaning of tools or paint materials.
10. All work on building life safety systems (smoke detectors, fire pull stations, fire doors) must be identified and discussed with the Landlord prior to all construction work.
11. Any work that may activate any smoke detector(s) shall require previous notification to Landlord's Building Management
12. Any work which represents a fire hazard (i.e. sweating copper, welding, etc.) will require a suitable fire extinguisher to be kept in the immediate vicinity.
13. Shirts, long pants, and shoes must be worn at all times.
14. Contractor shall use best efforts to prevent unnecessary power usage and to turn out all lights in work area at the end of each day.

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15. Permits and Licenses necessary for the completion of work shall be secured and paid for by the Contractor. A copy of all permits will be posted, at all times, in a readily accessible area at the construction site.
16. If an Architectural Barrier Inspection is required by code, Architectural Barrier Inspection post construction shall be performed by a Registered Accessibility Specialist (RAS).
17. Workers are not allowed to access any part of the Building other than the Leased Premises and other construction work areas mutually designated by Landlord and Tenant.
18. Any work that has the potential to disrupt normal business activity of other tenants must be performed outside normal business hours. Normal business hours for construction projects are defined as 7 a.m. – 7 p.m. (these times are subject to change at any time).
19. Tenant's Contractor is responsible for storage and removal of all construction-related trash.

(a) Daily Requirement: Contractor shall maintain the construction site free from the accumulation of waste material and debris. Trash should be removed daily and site left with broom finish.

(b) Final Cleanup: The final cleanup by the Tenant's Contractor shall include the entire lease space and any exterior parking or storage areas used by the Tenant's Contractor. If the Landlord is forced to clean any of the above, the "Tenant" shall be invoiced accordingly.

20. The Tenant's Contractor shall provide and clean temporary restrooms for subcontractors. These restrooms shall be located in an area designated by the Landlord's Construction Manager.
21. If prior to the Commencement Date, Tenant's construction consumes any electricity or other utilities, Tenant shall pay the cost therefor upon receipt of an invoice from Landlord.
22. At no time is welding, cutting torch use, or any open flame tool to be used in the building without prior approval from Landlord in the form of a Hot Work Permit.
23. All penetrations of piping, duct work, conduits, etc. through wall partitions, and doors shall be fire sealed to the Landlord's satisfaction in order to maintain the integrity of the structures fire safety rating. All fire proofing shall be UL certified. All new penetrations must be reviewed and approved by the Landlord prior to installation. Use of existing penetrations must be approved by the Landlord.
24. Seventy-two (72) hour notice must be submitted to the building management office for approval for any work affecting shell building, MEP, sprinkler, fire safety or security systems.
25. The Tenant's Contractor shall coordinate all Fire Alarm System and Fire Sprinkler System related work with the Landlord's Property Management office. None of the aforementioned work shall commence until appropriate measures have been taken, and approved to assure that no false alarms will occur, that adequate building protection shall be maintained, and that all proper

agencies have been notified of the shutdown parameters. Contractor shall be responsible for insuring restoration of such systems to normal operations immediately following completion of the work including notification to building management that the system is restored.

26. Tenant shall be imposed a fine of \$200 by the Landlord for labor incurred responding to false alarms, caused by the Tenant's Contractor.

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Exhibit "D"

(SAMPLE - For Illustration Purposes Only - SAMPLE)

ESTOPPEL CERTIFICATE FOR PROSPECTIVE PURCHASER OR LENDER

Re: Lease between **HUFSMITH KOHRVILLE BUSINESS PARK LLC** ("Landlord") and _____ ("Tenant") dated _____ with respect to the land and building located at **22525 Hufsmith Kohrville Road, Tomball, Texas 77375 Suite _____** (the "Premises")

Gentlemen:

We, the undersigned Tenant, under the Lease described above (the "Lease"), certify to _____ ("Purchaser") and its successors and assigns as the prospective purchaser of the Premises, the following:

1. Attached hereto as Exhibit "A" is a true, correct, and complete copy of the Lease, including all amendments, exhibits, and addenda thereto.
2. There has not been a cancellation, modification, assignment, renewal, extension, or amendment to the Lease, except the following (true and correct copies of all of which are attached hereto and initialed by Tenant):

3. All of the current Base Rent (in the amount of \$ _____) and Initial Estimate of Monthly Taxes and Insurance Payment (in the amount of \$ _____) provided for in the Lease is paid through _____. A Security Deposit in the amount of _____ has been paid to Landlord.

4. Other than the Lease, there are no other agreements, written or oral, between Landlord and Tenant regarding the Premises or Tenant's obligation to pay rentals under the Lease, and Tenant does not claim a right to any concessions, free rent, or rental abatement other than as set forth in the Lease, except as follows:

5. Tenant currently pays for all utilities used in the Premises.

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6. The Lease commenced on _____, and the rent commenced on _____. The Lease terminates on _____, and the Tenant is not entitled to any renewal options except _____ options to extend, of _____ (_____) months each.

7. The interest of Tenant in the Lease has not been assigned or encumbered, and not part of the Premises has been sublet. Landlord has satisfied all operating covenants of Landlord under the Lease.

8. The Lease is in full force and effect and Tenant is not aware of any presently existing claims against Landlord or any offsets against rent due under the Lease. There are no (i) defaults of Landlord or Tenant under the Lease, (ii) existing circumstances which with the passage of time, or notice or both, would give rise to a default by Landlord or Tenant under the Lease, (iii) existing rights to abate, reduce or offset sums against the rent or terminate this Lease because of any other condition, or (iv) existing circumstances which with the passage of time, or notice, or both, would give rise to a right to abate, reduce or offset sums against rent or terminate the Lease.

9. The Premises have been completed and accepted and are in conformity with the terms of the Lease, subject to the (i) Landlord's warranty and repair obligation contained in the Lease solely with respect to the roof, foundation and load-bearing walls supporting the roof of the building, (ii) general contractor's warranty obligations to the Tenant (if any) and (iii) liability of the architect and any engineers to the Tenant (if any) for design defects. Tenant has been paid all sums (if any) owed by Landlord with respect to allowances for construction performed at the Premises by Tenant.

10. The Tenant has not filed a petition in bankruptcy that has not been dismissed as of the date hereof, has not been subject to an involuntary petition in bankruptcy which has not been dismissed, has not made an assignment for the benefit of any creditor(s), or has not been adjudged to be bankrupt or insolvent by a court of competent jurisdiction.

11. The Tenant has not received any option to purchase any portion of the Premises, except as follows: _____

12. Any notices which may or shall be given to Tenant under the terms of the Lease are not to be sent to Tenant at the following address: _____

13. The undersigned has all requisite authority to execute this Estoppel Certificate on behalf of Tenant. The undersigned acknowledges that Purchaser has requested the information contained herein for purposes of confirming and clarifying certain provisions of the Lease and is relying (and will rely) on the truth and accuracy of the representations made herein and upon the authority of the undersigned to execute this Estoppel Certificate on behalf of Tenant, in connection with Purchaser's decision to purchase (or not to purchase) the Premises. This Estoppel Certificate may only be relied upon by Purchaser and

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Purchaser's lender in connection with the acquisition and financing of the Premises, and no other person or entity shall be entitled to be a third-party beneficiary of this Estoppel Certificate.

14. Tenant acknowledges and consents to the fact that Landlord may assign and transfer or has assigned and transferred the Landlord's interest under the Lease to Purchaser and Tenant agrees to attorn to Purchaser and to perform all of Tenant's obligations as the tenant under the Lease (including, without limitation, the payment of rent) directly to Purchaser, its successors and assigns, as the new Landlord under the Lease from and after the effective date of such assignment and transfer of the Lease by Landlord to Purchaser. Purchaser shall not be liable for any act or omission of any prior Landlord under the Lease, which act or omission shall have occurred prior to the date Purchaser acquires Landlord's interest in the Lease.

15. So long as the Earnest Money Contract ("Contract") between Landlord and Purchaser is pending, Tenant understands and agrees that the Lease may not be modified or amended in any respect without the prior written consent of Purchaser.

Very truly yours,

(Tenant)

By: _____

Name: _____

Title: _____

Date: _____

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Exhibit "E"

RULES & REGULATIONS

1. All floor areas and other improvements in or on the Leased Premises (including, without limitation, entrances and returns, doors, fixtures, windows, aisles, and displays) shall be maintained in a safe, neat, clean, and attractive condition.
2. No person shall use the parking areas except for ingress and egress and for the parking of motor vehicles during the period of time such persons or the occupants of such vehicles. No sidewalks, walkways, or halls shall be used other than for pedestrian travel. No roadways, walkways, sidewalks, halls, parking areas, or other open areas shall be used by skateboards, roller blades, roller skates, or other moveable contrivances, except for or by handicapped persons.
3. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking spaces, except that trucks may be parked elsewhere on the Leased Premises in an orderly manner.
4. No person shall do any of the following:
 - A. Throw, discard, or deposit any paper, glass, or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind on or in any part of the Leased Premises;
 - B. Deface, damage, or demolish any sign, light standard or fixture, landscaping material, or other improvement within the Leased Premises.
5. No sign or covering shall be inscribed, displayed, printed, affixed, or hung on or to, or placed in or used in connection with, any window or door located on or within the Leased Premises without the prior written consent of Landlord. Landlord shall have the right to remove any such sign or covering that violates this provision without notice to and at the expense of Tenant.
6. Landlord reserves the right to exclude or expel from the Leased Premises, any person who, in Landlord's judgment, is or appears to be intoxicated or under the influence of liquor or drugs, or is in violation of any of these Rules and Regulations.
7. Tenant shall comply with all commercially reasonable safety, fire protection, and evacuation procedures and regulations established by Landlord, its insurance carriers, or any governmental agency.
8. Landlord reserves the right to restrict the use of all electrical extension cords. At no time shall more than two electrical devices be connected to any single electrical outlet. Multiple adapters are prohibited. Any extension cord used must be a two-wire cord with a ground, and must be sized according to the power draw on the circuit.

9. The plumbing fixtures shall be used only for the purposes, for which they are designed, and no sweepings, rubbish, rags, or other unsuitable materials shall be disposed into them. Without the prior written consent of Landlord, Tenant shall not use the Leased Premises for washing clothes, lodging, or for any improper, objectionable, or immoral purposes. No cooking shall be done or permitted by Tenant on the Leased Premises, other than cooking for Tenant's employees and visitors, including, without limitation, events hosted by Tenant at the Leased Premises.
10. Neither Tenant nor its employees, agents, contractors, subcontractors, or invitees shall go upon the roof of the Leased Premises without Landlord's prior written consent.
11. Tenant shall not alter any lock or install a new or additional lock or bolt on any door of its Leased Premises. Landlord utilizes a proprietary door lock/hardware system. All exterior and interior locks, padlocks or other means of securing the premises shall be supplied by Landlord's security provider and in accordance with the numbering/organization scheme maintained by Landlord. Landlord will provide Tenant with new cores for all exterior doors/padlocks and will provide tenant with two (2) keys to exterior doors. Additional keys must be ordered thru Landlord via TWA (Tenant Web Access) portal and will be billed to Tenant's account.
12. Tenant shall not sell or regularly serve alcoholic beverages on the Leased Premises without the prior written consent of Landlord.
13. The Leased Premises shall be used only for the purposes set forth in the Lease.
14. Tenant shall store all its trash and garbage within its Leased Premises or in dumpsters or other contained areas in the Leased Premises. No material shall be placed in the trashcans or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the area, without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways provided for such purpose and at such times as Landlord shall designate. Large containers and any non-compactable trash shall be kept in the Leased Premises until such time as Tenant has made suitable arrangements for its removal. In no event shall Tenant's trash be visible to the general public or constitute any health, fire hazard, or nuisance to the public. No burning of trash, refuse, or waste shall be permitted.
15. These Rules and Regulations are in addition to, and shall not be construed to in any way modify, alter, or amend, in whole or in part, the terms, covenants, agreements, and conditions of the Lease to which these Rules and Regulations are attached. Landlord reserves the right to rescind or waive any of the rules and regulations set forth herein (as to an individual tenant or as to all the tenants) and to make such other and further rules and regulations as in its reasonable judgment shall, from time to time, be required for the safety and protection, care, and cleanliness of the Leased Premises, the operation thereof, the preservation of good order therein, or the protection and comfort of the Tenant and their agents, employees, and invitees. Such rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.

Exhibit "F"

HAZARDOUS SUBSTANCES

1. Tenant shall not cause or permit any Hazardous Substance (as hereinafter defined) to be brought upon, generated, manufactured, refined, produced, processed, kept, stored, discharged, disposed of, leaked, emitted, or used (collectively herein called "Processed and Stored") in, or about the Leased Premises, except for such Hazardous Substances as are necessary or useful to Tenant's business and the use of which is expressly approved by Landlord in writing. Landlord shall have no obligation to grant any such approval.
2. If Landlord consents as provided in paragraph 1 above, any Hazardous Substance permitted on the Leased Premises, and all containers therefor, shall be Processed and Stored in a manner that complies with all Governmental Laws (as hereinafter defined) applicable to Hazardous Substances.
3. Tenant shall not cause or permit any material or substance to be Processed or Stored in, on or about the Leased Premises, or the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by the Landlord, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Leased Premises, or elsewhere, or (b) the condition, use, or enjoyment of the Building or any other real or personal property.
4. Tenant shall not cause or permit to occur any violation of any governmental law on, in, under, or about the Leased Premises, arising from Tenant's use, occupancy, or possession of the Leased Premises, including, but not limited to, soil and ground water conditions.
5. As used herein, the term "Hazardous Substance" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (c) any oil, petroleum products, and their by-products (d) any substance that is or becomes regulated by a federal, state or local governmental authority; (e) any other ignitable, reactive, corrosive, hazardous, toxic, flammable, explosive, radioactive material, asbestos, asbestos containing material, polychlorinated biphenyl, chemical known or suspected to cause cancer or reproductive toxicity, pollutants, contaminates, hazardous wastes, controlled drugs or substances (except prescription drugs pursuant to existing prescriptions), (f) any substance or material declared to be hazardous or toxic under any statute, law, regulation, code, ordination rule or governmental pronouncement now or hereafter enacted or promulgated by any governmental authority (herein called "Governmental Laws") or (g) dangerous substance or material.
6. Tenant shall, at Tenant's own expense, comply with Governmental Laws relating to or regulating the bringing upon, generating, manufacturing, refining, producing, processing, keeping, storing, discharging, disposing of, leaking, emitting, or using (collectively herein called "Processing and Storing") of Hazardous Substances that occur during the term of the Lease.

Tenant's Initials kb
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Landlord's Initials

7. Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of any governmental authority (the "Authority") under the Governmental Laws.
8. Should any Authority or any third party demand that a clean-up plan be prepared and that a clean-up be undertaken because of the Processing and Storing of Hazardous Substances by Tenant that occurs during the term of this Lease, at or from the Leased Premises, or which arises at any time from Tenant's use or occupancy of the Leased Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Tenant shall carry out all such clean-up plans.
9. Tenant shall promptly provide all information regarding the Processing and Storing of Hazardous Substances that is requested by Landlord.
10. If Tenant fails to fulfill any duty imposed under this Exhibit "F" within a reasonable time, not less than thirty (30) days after receipt of written notice, Landlord may do so; and in such case, Tenant shall reasonably cooperate with Landlord in order to prepare all documents Landlord reasonably deems necessary or appropriate to determine the applicability of the Governmental Laws to the Premises and Tenant's use, occupancy or possession thereof, and for compliance therewith, the Tenant shall execute all such documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any law shall constitute a waiver of any of Tenant's obligations under this Exhibit "F".
11. Tenant hereby agrees that it shall be fully liable for all costs and expenses related to any Processing and Storage of Hazardous Substances by Tenant in, on, under or about the Leased Premises and the Tenant shall give immediate notice to the Landlord of any violation or potential violation of the provisions of Exhibit "F" or any Governmental Laws. Tenant shall defend, indemnify, and hold harmless Landlord, its agents, employees and managers, and their respective partners, agents, employees, officers, directors, beneficiaries, shareholders, partners, consultants and advisers from and against all claims, demands, penalties, fines, suits, causes of action, liabilities, settlements, damages, costs, expenses (including, without limitation, attorneys and consultants fees, court costs, and litigation expenses), or losses (including, without limitation, a decrease in value of the Leased Premises or usable space) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to, arising out of or in connection with or which is alleged to have arisen out of or in connection with any violation or alleged violation by Tenant of any covenant contained in this Exhibit "F".
12. In the event of a violation by Tenant of any covenant contained in this Exhibit "F" after this Lease has expired or otherwise terminated, and Landlord is not able to lease the Leased Premises as a result of such violation or alleged violation, then in addition to its obligations under Section 11 of this Exhibit "F", Tenant shall also reimburse Landlord for the Base Rent (at the applicable Market Rate) that Landlord would have received for the Leased Premises from the expiration of this Lease until such time that Tenant has complied with the terms of this Exhibit "F".

13. The provisions of this Exhibit "F" shall be in addition to any other obligations and liabilities Tenant may have to Landlord at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease.

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Exhibit "G"

PROHIBITED USES

General Restrictions on Use. Unless otherwise approved by Landlord in writing, no portion of the Land shall be used, leased, subleased, or operated for:

- (1) automotive repair, car wash, gasoline sales, or tire or battery sales;
- (2) the renting, leasing, sale or display of any, truck, trailer, recreational vehicle or boats which are on premises; however, nothing shall prevent any such renting, leasing, or sale if the vehicles, trucks, trailers or boats are located at another site;
- (3) any use which emits an obnoxious odor, or excessive noise or sound which can be heard or smelled outside of any building located in on the Land or which creates unusual fire, explosive or other risks to any portion of the Land;
- (4) any mobile home park, trailer park, labor camp, or junkyard (except this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance);
- (5) any dumping, disposing, incinerating or reduction of garbage (exclusive of garbage compactors located near the rear of any building) except any recycle centers required by governmental regulations;
- (6) any living quarters, sleeping apartments or lodging rooms;
- (7) any veterinary hospital or animal raising facility;
- (8) any mortuary or funeral home;
- (9) any church, school or day-care;
- (10) any establishment whose primary business is the sale or rental or display of sexual materials or drug related paraphernalia or whose primary business is providing any adult only or sexually oriented service or product including, but not limited to, massage parlors, brothels, topless establishments, any "sex" shop, "peep show", any "adult" bookstore or "adult" movie theater;
- (11) any flea market, amusement park, video arcade, pool or billiard hall;
- (12) any gaming facility or operation including, but not limited to, off-track or sports betting parlor, table games such as blackjack, poker, slot machines, video poker, blackjack, keno machines or similar devices or bingo hall;

- (13) any central laundry, dry cleaning plant or Laundromat; provided, however, this prohibition shall not be applicable to a laundry which is an ultimate consumer pickup and delivery site, provided no cleaning actually takes place upon the Land;
- (14) the operation, establishment or maintenance of a movie theatre, children's playground, night club, bowling alley, skating or roller rink, health spa, a second hand or pawn shop type of business or other entertainment facilities, or any use in violation of applicable zoning and other governmental laws and regulations;
- (15) any use which is public or private nuisance;
- (16) distilling, refining, smelting, agricultural, animal raising or boarding or mining operation;
or
- (17) any place for public assembly (such as a church or meeting hall).

Exhibit "H"

COMMENCEMENT DATE AGREEMENT

1. Landlord: **HUFSMITH KOHRVILLE BUSINESS PARK LLC**
2. Tenant: **Kara Miles Hair**
3. Leased Premises: Approximately **1,625** square feet of space within the building commonly known as BUILDING **1**, **Suite 1-C**, 22525 Hufsmith Kohrville Road, Tomball, Harris County, Texas 77375
4. Date of Lease:
5. Commencement Date: The Commencement Date of the Lease is **10/1/2024**. The initial term of the Lease is for **5** years as set forth in Section one (1) of the Lease. If the Commencement Date specified above is not the first date of a calendar month then a period of time equal to the partial month beginning with the Commencement Date shall be added to the term so that the term shall expire on the last day of a calendar month. Therefore, the Lease shall expire on **9/30/2029**.

LANDLORD:



Hufsmith Kohrville Business Park

General Partner

TENANT:

kara baker

kara baker (Jun 13, 2024 21:27 CDT)

KMH studio

Owner/Hairstylist

Exhibit "I"

GUARANTY OF LEASE

THIS GUARANTY is made among Kara Miles ("Guarantor"), and HUFSMITH KOHRVILLE BUSINESS PARK LLC, a Texas limited partnership ("Landlord"), and Kara Miles Hair ("Tenant(s)"), who represent and agree as follows:

1. Tenant has executed a lease (the "Lease"), dated , for approximately 1625 square feet of space in Building 1 Suite Suite 1-C with an address of 22525 Hufsmith Kohrville Road, Tomball, Texas 77375, all as more particularly described in the Lease (collectively, the "Leased Premises").
2. This Guaranty is given by Guarantor to induce Landlord to enter into the Lease with Tenant, and the parties understand that Landlord would not enter into the Lease without this Guaranty. It is expressly understood that if this Guaranty is signed after the execution of the Lease, Landlord would not have entered into the Lease without the prior commitment by Guarantor to execute this Guaranty. Guarantor hereby acknowledges and confirms that this Guaranty is supported by adequate consideration.
3. Guarantor hereby, jointly and severally, unconditionally and irrevocably guarantees to Landlord the full, faithful, prompt and complete payment and performance by Tenant of each and every obligation, condition and provision to be paid or performed by Tenant, and any assignee of Tenant, under the Lease.
4. This Guaranty shall be binding upon Guarantor for all option periods and/or assignments, renewals or extensions of the Lease, and shall include any and all modifications of the Lease or amendments thereto at any time made by Tenant and Landlord. Landlord and Tenant shall have no obligation to obtain Guarantor's approval prior to executing or making any renewals, extensions, modifications or other amendments to the Lease, and the failure by Landlord and Tenant to obtain such approval shall not in any way affect or diminish the validity and enforceability of this Guaranty.
5. Guarantor further agrees to indemnify, save and hold harmless Landlord from any and all loss, damage, liability, costs and expense in any way resulting from or arising out of the failure of Tenant to perform fully, faithfully and completely any one or more of the duties, liabilities and/or obligations under the Lease, as the same may be modified, amended, renewed and/or extended. In the event of a default by Tenant, Landlord may commence any action or proceeding against Guarantor, or may otherwise exercise any remedy available at law or in equity to enforce the provisions of this Guaranty. Landlord may maintain successive actions for successive defaults. Landlord's rights hereunder shall not be exhausted by Landlord's exercise of any of its rights or remedies or by any such action or by any number of successive actions, until and unless all obligations hereby guaranteed have been paid and fully performed.
6. No waiver or delay by Landlord of the enforcement of any of its rights and/or remedies under the Lease shall affect the obligations of Guarantor under this Guaranty.

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7. The obligation of Guarantor hereunder is joint and several with Tenant. Landlord may proceed to enforce this obligation of Guarantor against Guarantor and Tenant, or either of them, without first proceeding against the other. The right of Landlord to enforce the obligations of Guarantor shall not be postponed, delayed or otherwise prejudiced by the commencement of proceedings (whether voluntary or involuntary) to have Tenant named as a debtor under the Federal Bankruptcy Code, or under any similar state or federal law. If Tenant becomes insolvent or is adjudicated a bankrupt or files a petition for reorganization, arrangement or similar relief under any present or future provisions of the Federal Bankruptcy Code, or similar state or federal law, or if such a petition filed by creditors of Tenant shall be approved by a court, or if Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law, or if a receiver of all or any part of Tenant's property is appointed by any state or federal court:

7.1 If the Lease is terminated or rejected, or the obligations of Tenant thereunder are modified, Landlord shall have the right to recover from Guarantor that which Landlord would be entitled to recover from Tenant under the Lease in the event of a default under the Lease by Tenant; and

7.2 If any obligation under the Lease is performed by Tenant, and all or any part of such performance is avoided or recovered from Landlord as a preference, fraudulent transfer or otherwise, in any bankruptcy, insolvency, liquidation, reorganization or other proceeding involving Tenant, the liability of Guarantor under this Guaranty shall remain in full force and effect for any part of the performance which is so avoided or recovered.

8. Tenant agrees to notify Guarantor of any defaults, or declared defaults, under the Lease, and Landlord may, but shall have no obligation to provide notice of any such defaults to Guarantor. Any notice or notices given by Landlord to Guarantor shall be deemed to be for convenience only, and shall not release Tenant of its obligation to give notice of any defaults or declared defaults to Guarantor. The failure of Landlord to give notice of any such defaults shall in no way prejudice Landlord's right to enforce this Guaranty.

9. This Guaranty shall be binding upon the parties hereto, their heirs, successors, representatives and assigns.

10. If any portion of this Guaranty is deemed to be unenforceable by a court of competent jurisdiction, this Guaranty shall be deemed to be modified only to the extent necessary to comply with applicable law.

11. Guarantor specifically understands and agrees that if Landlord enforces any of its rights hereunder as a result of any default under the Lease, Guarantor shall be liable to pay all reasonable attorneys' fees and costs incurred by Landlord as a result of the default.

12. If there is more than one Guarantor or more than one Tenant or Landlord, the singular shall also be deemed to mean the plural. If there is more than one Guarantor, the obligations of the Guarantors shall be joint and several. The release of any one or more Tenant(s) and/or Guarantor(s) shall not reduce the obligation of the remaining Tenant(s) and Guarantor(s) for all

amounts due or to become due under the Lease.

13. This Agreement shall be construed according to the laws of the State of Texas.

14. If Landlord has any interest in any collateral to secure all or any portion of Tenant's obligation under the Lease, or to secure any other obligations of Tenant to Landlord, such interest shall be deemed to be held for the benefit of Landlord only and shall not inure at any time to or for the benefit of Guarantor. Landlord shall have no obligation to record, maintain or otherwise enforce any such security interest, and Landlord's failure to do so shall neither diminish the enforceability of this Guaranty nor create any claim or right of Guarantor against Landlord.

15. Nothing in this Guaranty shall be deemed to grant or allow Guarantor any right of possession of the Leased Premises, whether before or after any payment by Guarantor under the Lease.

16. To the extent permitted by applicable laws, Guarantor waives and agrees not to assert or take advantage of: (a) all rights, remedies, claims and defenses based upon or related to §§ 51.003, 51.004 and 51.005 of the Texas Property Code (as the same may be amended from time to time), to the extent that the same pertain or may pertain to any enforcement of this Guaranty Agreement, Rule 31 of Texas Rules of Civil Procedure (as the same may be amended from time to time), § 17.001 of the Texas Civil Practice and Remedies Code (as the same may be amended from time to time), Chapter 43 of the Texas Civil Practice and Remedies Code (as the same may be amended from time to time) and any similar or analogous statutory or common laws or procedural rules of any jurisdiction relevant to guarantors, indemnitors, sureties, co-makers or accommodation parties; (b) any right to require Landlord to proceed against Tenant or any other person or entity, or to pursue any other remedy in Landlord's power before proceeding against Guarantor; (c) any defense of any statute of limitations or laches which may be asserted by Tenant; (d) any defense that may arise by reason of incapacity, lack of authority, dissolution or termination of, involvement in any bankruptcy or reorganization proceeding (including any rejection or disaffirmance of the Lease in such proceeding) by, or other similar occurrence with respect to Tenant or any successor in interest to Tenant; or (e) any right to receive any demand or any notice, including any notice of any default under the Lease.

17. The liability of the Guarantor hereunder shall in no way be affected by, and Guarantor expressly waives any defenses that may arise by reason of: (a) the release or discharge of Tenant in any creditors' workout, receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease which results from the operation of any present or future provision of the Federal Bankruptcy Code or other statute, or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceeding; (d) the modification, assignment or transfer of the Lease by Tenant; (e) any disability or other defense of Tenant; or (f) the cessation from any cause whatsoever of the liability of Tenant, other than full compliance therewith by Tenant.

18. No payment by Guarantor shall entitle Guarantor under any obligations owed by Tenant to Guarantor, by subrogation or otherwise, to any payment by Tenant under or out of the property of

Tenant's Initials kb
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Tenant, including but not limited to, the revenues derived from the Leased Premises, except after payment in full to Landlord of all amounts due and payable by Tenant to Landlord pursuant to the Lease. Guarantor hereby assigns to Landlord all of Guarantor's rights to any payments or distributions to which Guarantor may be entitled from Tenant out of any bankruptcy or similar state or federal proceeding in which filing of claims is required, and Guarantor hereby directs all applicable persons to make such distributions to Landlord, and not to Guarantor, until such time as all amounts due under the Lease to Landlord have been fully paid.

19. This Guaranty shall be enforced in accordance with the laws of the State of Texas, and the parties agree that venue of any disputes hereunder shall be in Harris County, Texas.

IN WITNESS WHEREOF, the parties have signed this Guaranty on the dates indicated below.

LANDLORD:

Signature: 
Email: bill@wjl.me

TENANT:

Signature: kara baker
kara baker (Jun 13, 2024 21:27 CDT)
Email: karabaker31@gmail.com

GUARANTOR:

Signature: kara baker
kara baker (Jun 13, 2024 21:27 CDT)
Email: karabaker31@gmail.com

Address of Guarantor for Notice:

7915 Lookout Hill Dr Street
Magnolia, TX 77354
City, State & Zip

Exhibit "J"
Tenant's Insurance Requirements

1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

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Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	<ul style="list-style-type: none"> ▪ \$1,000,000 Per Occurrence ▪ \$2,000,000 General Aggregate ▪ \$2,000,000 Products/Completed Operations Aggregate ▪ \$1,000,000 Personal And Advertising Injury ▪ Designated Location(s) General Aggregate Limit 	<ul style="list-style-type: none"> ▪ Current ISO edition of CG 00 01 ▪ The personal injury contractual liability exclusion shall be deleted. ▪ Landlord shall be included as an insured under the CGL policy for liability arising out of Tenant’s maintenance, use or occupancy of the Premises under this Agreement. Such coverage shall be written on ISO form CG 20 11 04 13. ▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to Landlord Parties, with Landlord Parties’ insurance being excess, secondary and non-contributing. ▪ The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> ○ Contractual Liability Limitation CG 21 39 ○ Amendment of Insured Contract Definition CG 24 26 ○ Any endorsement modifying the Employer’s Liability exclusion or deleting the exception to it ○ Any “Insured vs. Insured” exclusion except Named Insured vs. Named Insured ○ Any Punitive, Exemplary or Multiplied Damages exclusion
Business Auto Liability	\$1,000,000 Per Accident	<ul style="list-style-type: none"> ▪ Current ISO edition of CA 00 01 ▪ Arising out of any auto (Symbol 1), including owned, hired and nonowned
Workers’ Compensation and Employer’s Liability	<ul style="list-style-type: none"> ▪ Statutory Limits ▪ \$1,000,000 Each Accident and Disease ▪ USL&H must be provided where such exposure exists. 	<ul style="list-style-type: none"> ▪ The State in which work is to be performed must listed under Item 3.A. on the Information Page ▪ Such insurance shall cover liability arising out of the Tenant’s employment of workers and anyone for whom the Tenant may be liable for workers’ compensation claims. Workers’ compensation insurance is required, and no “alternative” forms of insurance shall be permitted.

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		<ul style="list-style-type: none"> ▪ Where a Professional Employer Organization (PEO) or “leased employees” are utilized, Tenant shall require its leasing company to provide Workers’ Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Landlord.
Excess Liability (Occurrence Basis)	\$5,000,000 Each Occurrence	<ul style="list-style-type: none"> ▪ Such insurance shall be excess over and be no less broad than all coverages described above. ▪ Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured.
Environmental Liability	<ul style="list-style-type: none"> ▪ \$5,000,000 Each Occurrence ▪ Such insurance must provide third party liability coverage for bodily injury, property damage, clean up expenses, and defense arising from the operations of Tenant. ▪ All coverage provided in the policy shall apply to operations and completed operations of the firm without separate restrictions for either of these time frames. ▪ Mold and/or microbial matter and/or fungus and/or biological substance shall be specifically included within the definition of Pollutants in the policy. 	<ul style="list-style-type: none"> ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> ○ asbestos or lead ○ contractual assumption of liability ○ impaired property that has not been physically injured ○ materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval. ○ punitive, exemplary or multiplied damages
Property	<ul style="list-style-type: none"> ▪ Coverage shall be provided In an amount not less than 100% of the full replacement cost thereof and in compliance with all laws, regulations or ordinances affecting such property at any time during the Lease 	<ul style="list-style-type: none"> ▪ ISO Special Form, including theft ▪ Flood coverage shall be included ▪ Replacement Cost, Agreed Value basis ▪ Such insurance shall cover all buildings, piers, docks and other Tenant leasehold improvements, Tenant’s business personal property, HVAC, trade fixtures and signs from time to time in, on, adjacent to or upon the Premises, and all alterations, additions, or changes made by Tenant pursuant to the terms of this Lease, and shall not be subject to coinsurance

Business Income and Extra Expense	<ul style="list-style-type: none"> ▪ Coverage shall be provided on all operations at the described Premises ▪ Coverage shall be provided in an amount of not less than 80% of Tenant’s gross annual income at the described Premises less non-continuing expenses 	<ul style="list-style-type: none"> ▪ ISO Special Form, including theft ▪ Flood coverage shall be included ▪ Agreed Value basis
Boiler & Machinery	<ul style="list-style-type: none"> ▪ Coverage shall be provided on all operations at the described Premises 	<ul style="list-style-type: none"> ▪ Comprehensive Form or its equivalent, including Business Income ▪ Replacement Cost, Agreed Value basis
Other Insurance	Such other insurance against other insurable hazards as Landlord may from time to time reasonably require	

2. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

- i. “ISO” means Insurance Services Office.
- ii. “Tenant” shall include lessees of any tier.
- iii. “Landlord Parties” means (a) **HUFSMITH KOHRVILLE BUSINESS PARK LLC** (“Landlord”), (b) its shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (c) any directors, officers, employees, or agents, and (d) others as required by the Lease Documents.

B. Policies.

- i. All policies must:
 - a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best’s Key Rating Guide at all times during this Agreement.
 - b. Provide a waiver of subrogation in favor of Landlord Parties on all insurance coverage carried by Tenant, whether required herein or not
 - c. Contain an endorsement providing for thirty (30) days prior written notice to Landlord of cancellation.
 - d. Be provided to the Landlord Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Landlord.
- ii. Failure of any Landlord Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Landlord Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Tenant’s obligation to maintain such insurance.
- iii. Tenant shall provide to the Landlord a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Landlord prior to the expiration of the previous policy.
- iv. Commencement of occupancy without provision of the required certificate of insurance, evidence of insurance or required endorsements, or without compliance with any other provision of this

Agreement, shall not constitute a waiver by any Landlord Party of any rights. The Landlord shall have the right, but not the obligation, of prohibiting the Tenant from utilizing the Premises in any manner until such certificate of insurance, evidence of insurance or required endorsements are received and approved by the Landlord.

C. Limits, Deductibles and Retentions

- i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- ii. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Landlord, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Tenant's sole risk. The Tenant shall not be reimbursed for same

D. Forms

- i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, Landlord will have the right to require other equivalent forms.
- ii. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Landlord.

E. Evidence of Insurance. Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
- iii. Evidence shall be provided to Landlord prior to commencing Work and prior to the expiration of any required coverage.
- iv. ACORD Forms specify:
 - a. Landlord as certificate holder at Landlord's mailing address;
 - b. Insured's name, which must match that on this Agreement;
 - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - e. Additional Insured status in favor of Landlord Parties;
 - f. Amount of any deductible or self-insured retention in excess of \$25,000;
 - g. Designated Location(s) General Aggregate Limit;
 - h. Personal Injury Contractual Liability;
 - i. Primary and non-contributory status;
 - j. Waivers of subrogation; and
 - k. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- v. Copies of the following General Liability endorsements shall also be provided:
 - a. Additional insured endorsement
 - b. 30 Day Notice of Cancellation
 - c. Schedule of Forms and Endorsements

F. Tenant Insurance Representations to Landlord Parties

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Landlord's Initials

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Landlord Parties' minimum requirements and are not to be construed to void or limit the Tenant's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Tenant should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Tenant in support of the Tenant's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Tenant, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Tenant shall fail to remedy such breach within five (5) business days after notice by the Landlord, the Tenant will be liable for any and all costs, liabilities, damages and penalties resulting to the Landlord Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Tenant by the Landlord. In the event of any failure by the Tenant to comply with the provisions of this Agreement, the Landlord may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Tenant, purchase such insurance, at the Tenant's expense, provided that the Landlord shall have no obligation to do so and if the Landlord shall do so, the Tenant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction Agreement.

G. Release and Waiver

The Tenant hereby releases the Landlord Parties from any and all claims or causes of action whatsoever which the Tenant might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained or required to be maintained by the Tenant pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE LANDLORD PARTIES.**

H. Self-Insurance, Large Deductibles and/or Retentions

- i. If Tenant elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding \$25,000.00, Landlord and Tenant shall maintain all rights and obligations between themselves as if Tenant maintained the insurance with a commercial insurer including any Additional Insured status, Primary and Non-Contributory Liability, Waivers of Rights of Recovery, Other Insurance Clauses, and any other extensions of coverage required herein. Tenant shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Tenant had maintained the insurance pursuant to this Exhibit.
- ii. All deductibles, retentions, and/or uninsured amounts shall be paid by, assumed by, for the account of, and at Tenant's sole risk. Landlord shall not be responsible for payment of any deductible or self-insured retention or uninsured amount.
- iii. The Tenant's right to self-insure shall terminate at any time (1) Tenant's net worth, as reported in its latest annual report, or audited financial statement prepared in accordance with GAAP, drops below

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two hundred fifty million dollars (\$250,000,000.00), (2) Tenant's Moody's rating on its long-term debt drops below investment grade, or (3) Tenant fails to maintain adequate loss reserves to fund its self-insurance obligations.

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Landlord's Initials










2024.06.10 Kara Miles Hair Lease

Final Audit Report

2024-06-14

Created:	2024-06-12
By:	Matthew Lawrence (matt@wjl.me)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPviGLeSRlou5Bj7mjYs201jmBw8TXoaZ

"2024.06.10 Kara Miles Hair Lease" History

-  Document created by Matthew Lawrence (matt@wjl.me)
2024-06-12 - 1:36:33 AM GMT- IP address: 108.210.128.153
-  Document emailed to karabaker31@gmail.com for signature
2024-06-12 - 2:21:31 AM GMT
-  Email viewed by karabaker31@gmail.com
2024-06-12 - 2:21:36 AM GMT- IP address: 66.249.80.98
-  Signer karabaker31@gmail.com entered name at signing as kara baker
2024-06-14 - 2:26:58 AM GMT- IP address: 104.55.64.127
-  Document e-signed by kara baker (karabaker31@gmail.com)
Signature Date: 2024-06-14 - 2:27:00 AM GMT - Time Source: server- IP address: 104.55.64.127
-  Document emailed to William Lawrence (bill@wjl.me) for signature
2024-06-14 - 2:27:02 AM GMT
-  Email viewed by William Lawrence (bill@wjl.me)
2024-06-14 - 1:47:06 PM GMT- IP address: 108.210.128.153
-  Document e-signed by William Lawrence (bill@wjl.me)
Signature Date: 2024-06-14 - 4:41:28 PM GMT - Time Source: server- IP address: 108.210.128.153
-  Agreement completed.
2024-06-14 - 4:41:28 PM GMT

AGREEMENT

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **KARA MILES HAIR STUDIO, LLC** (the “Company”), 26820 Kuykendhal Rd., The Woodlands, TX 77389

WITNESSETH:

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

WHEREAS, the Company proposes to lease a 1,625 square foot existing retail space located at 22525 Hufsmith Kohrville Rd., Bldg. 1 - Suite 1-C, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company plans to develop a hair salon with two (2) full-time employees at the Property; and

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

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

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

1.

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

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the two (2) new employees, and obtaining all necessary occupancy permits from the City shall occur within twelve (12) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

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

4.

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

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

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

6.

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

7.

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

If to City:

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

If to Company:

Kara Miles Hair Studio, LLC
22525 Hufsmith Kohrville Road, Bldg. 1 - Suite 1-C
Tomball, TX 77375
Attn: Kara Baker Miles, Owner

8.

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

9.

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

10.

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

11.

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

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

KARA MILES HAIR STUDIO, LLC

By: _____

Name: Kara Baker Miles

Title: Owner

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____ 2024, by Kara Baker Miles, Owner of Kara Miles Hair Studio, LLC, for and on behalf of said company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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

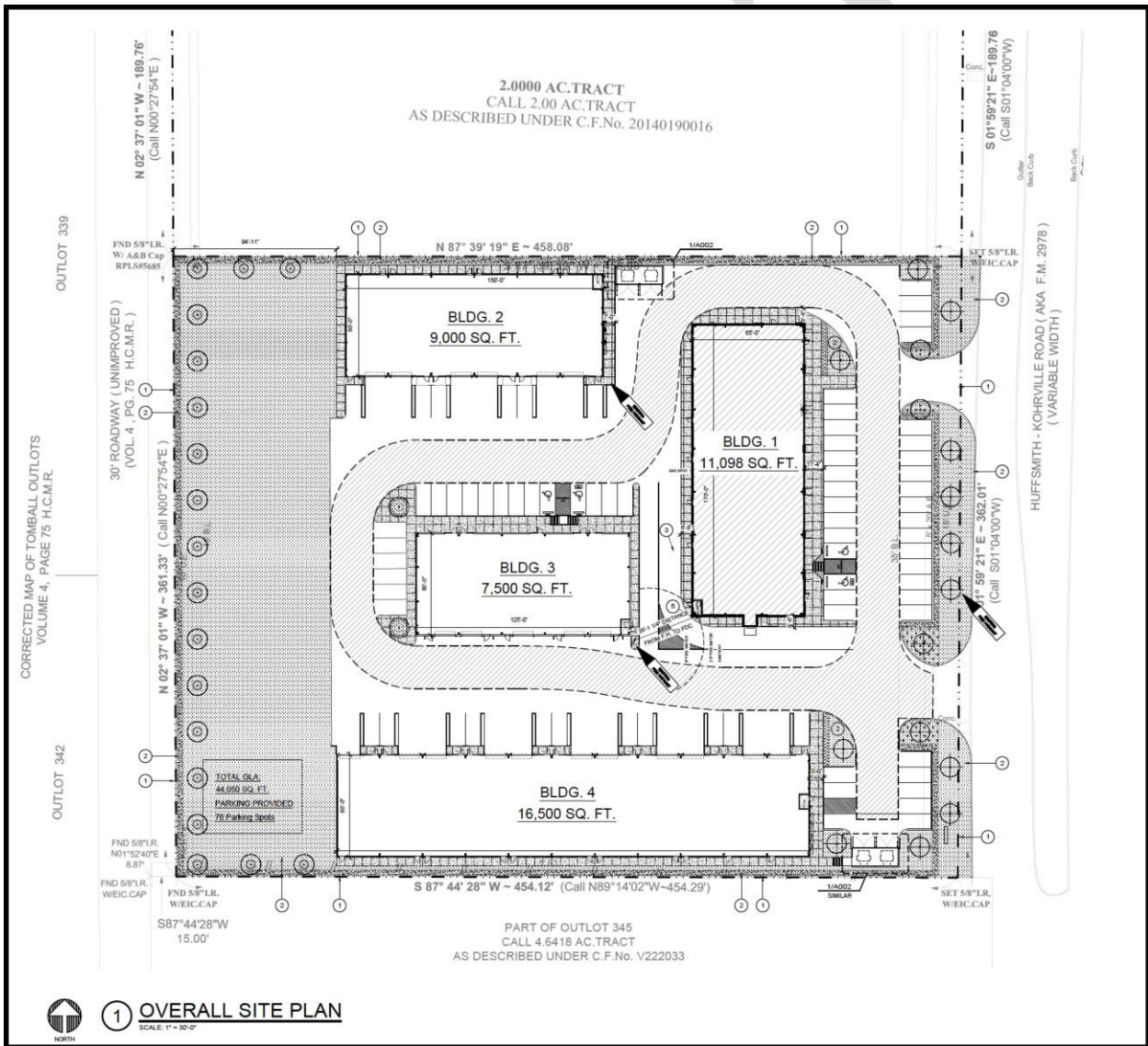
Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit "A"
Legal Description of Property

Hufsmith Kohrville Business Park
 Building 1 Suite 1-C
 22525 Hufsmith Kohrville Road, Tomball, TX 77375



City Council Agenda Item Data Sheet

Meeting Date: October 21, 2024

Topic:

Adopt, on Second Reading, Ordinance No. 2024-27, 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 5.001 acres of land legally described as being Outlot 281 of the Corrected Map of Tomball Outlots, from the Light Industrial District to the Commercial District. The property is located in the 1000 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:

Public Hearing was held and First Reading passed during the October 7, 2024, Regular City Council meeting.

On September 9th, the Planning & Zoning Commission conducted a public hearing and considered the zoning case. Topics of discussion included the building setback differences between the existing Light Industrial District (LI) and proposed Commercial District (C). The applicant’s request to rezone from the Light Industrial District the Commercial District is centered around reducing the side and rear building setbacks (25 feet for LI versus 10 feet for C). Note that the Commercial District does not permit many of the more intense uses permitted in the Light Industrial District, hence the reduced building setback requirements.

There was also a discussion regarding screening and buffering between the property and the Manufactured Home Park District to the north. The Tomball Municipal Code does not require any screening and buffering between non-residential uses and properties zoned Manufactured Home Park.

The rezoning request is consistent with the Comprehensive Plan’s Future Land Use Plan and no one from the public spoke in opposition of the case. The Planning & Zoning Commission recommended approval of the rezoning case with a 5-0 vote with the following votes cast.

Chair Anderson	<u>Aye</u>
Commissioner Ross	<u>Aye</u>
Commissioner Moore	<u>Aye</u>
Commissioner Harris	<u>Aye</u>
Commissioner Pye	<u>Aye</u>

Origination: Tim Littlefield, LLC

Recommendation: Approval

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. 2024-27

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 5.001 ACRES OF LAND LEGALLY DESCRIBED AS BEING OUTLOT 281 OF THE CORRECTED MAP OF TOMBALL OUTLOTS, FROM THE LIGHT INDUSTRIAL DISTRICT TO THE COMMERCIAL DISTRICT. THE PROPERTY IS LOCATED IN THE 1000 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, Tim Littlefield, LLC has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5.001 acres of land legally described as being Outlot 281 of the Corrected Map of Tomball Outlots, within the City of Tomball, Harris County, Texas (the “Property”), from the Light Industrial District to the Commercial District; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing 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 and City Council held a public hearing on the requested rezoning; and

Whereas, the public hearing was held before the Planning & Zoning Commission and City Council 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 a rezoning to the Commercial District.

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 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 7th DAY OF October 2024.

COUNCILMAN FORD	<u>YEA</u>
COUNCILMAN GARCIA	<u>YEA</u>
COUNCILMAN DUNAGIN	<u>YEA</u>
COUNCILMAN COVINGTON	<u>YEA</u>
COUNCILMAN PARR	<u>YEA</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON 21st DAY OF October 2024.

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

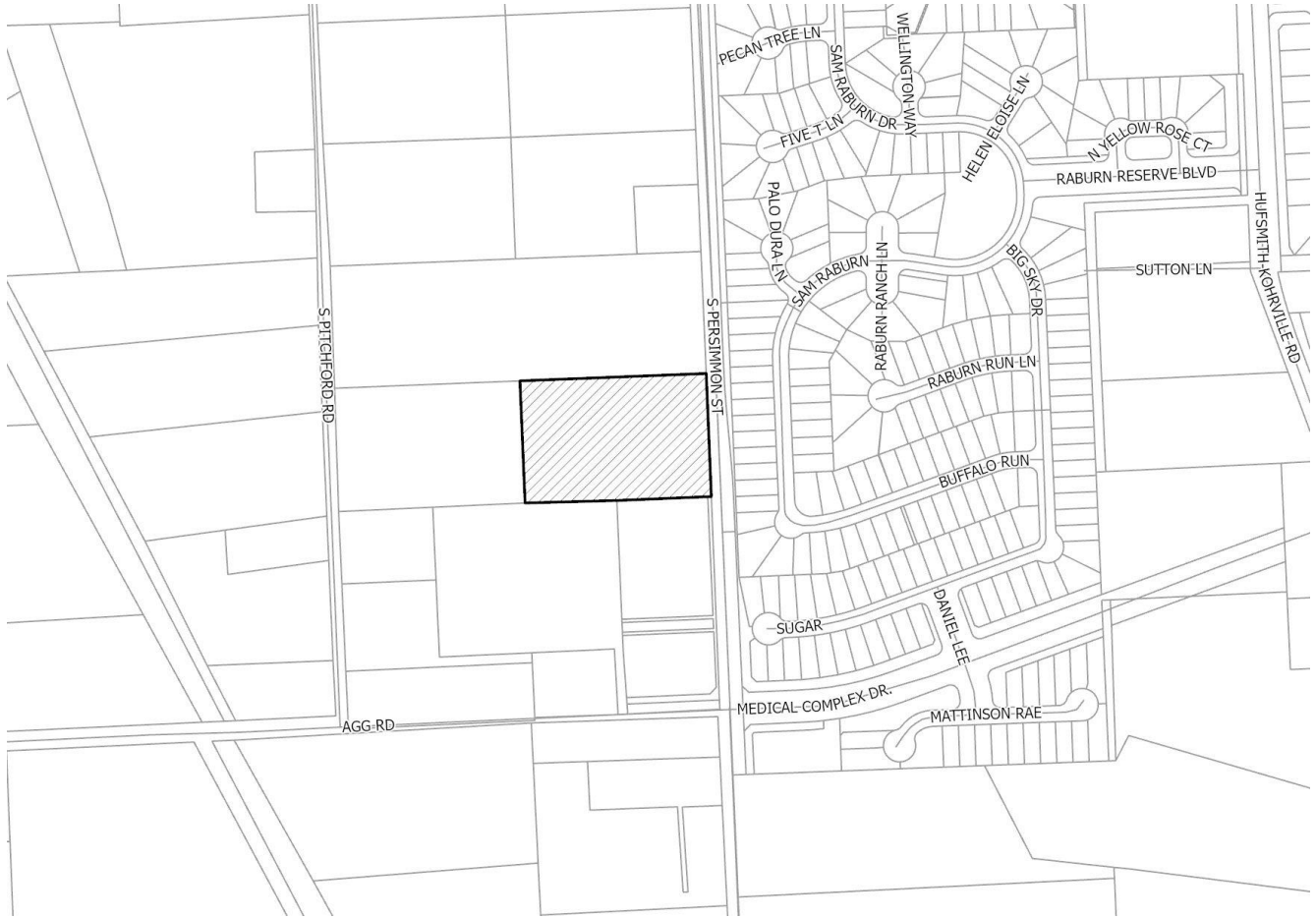
LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary

Exhibit "A"

Location: 1000 block of South Persimmon Street, City of Tomball, Harris County, Texas.



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
CITY COUNCIL
OCTOBER 7, 2024**



Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on **Monday, October 7, 2024 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such date, City Council will consider the following:

Zoning Case Z24-13: Request by Tim Littlefield, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.006 acres of land legally described as being Outlot 281 of the corrected map of Tomball Outlots from Light Industrial (LI) to the Commercial (C) zoning district. The property is located in the 1000 block (west side) of South Persimmon Street, within the City of Tomball, Harris County, Texas.

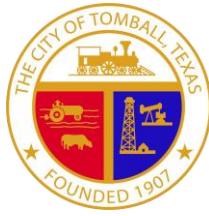
At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative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

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

I hereby certify that the above notice of 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 4th day of October 2024 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 Z24-13

08/19/2024

The Planning & Zoning Commission will hold a public hearing on **September 9, 2024 at 6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Tim Littlefield, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.006 acres of land legally described as being Outlot 281 of the corrected map of Tomball Outlots from Light Industrial (LI) to the Commercial (C) zoning district. The property is located in the 1000 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 that area which is bounded by the cross-hatched line on the map is being considered for **re-zoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **September 16, 2024 at 6:00 PM** in 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 #: Z24-13

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

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

Name:
Parcel I.D.
Address:

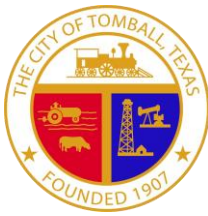
Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: _____

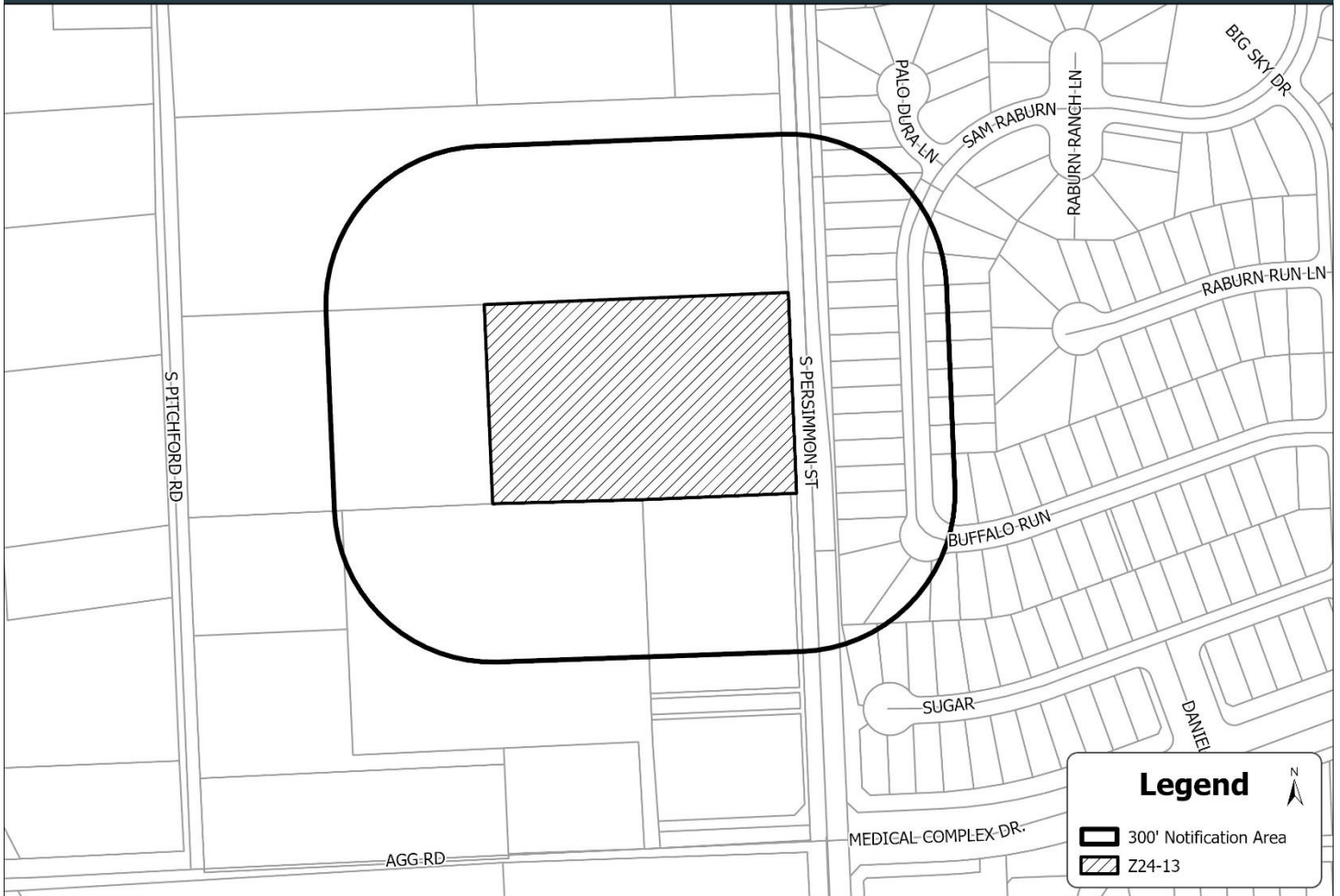


City of Tomball
Community Development Department

Z24-13



Notification Area





City of Tomball
Community Development Department

TIM LITTLEFIELD LLC
9618 KIRKSTONE TERRACE DR
SPRING, TX 77379-5333

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RE: Zone Change Case Number Z24-13

08/19/2024

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

CASE #: Z24-13

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: TIM LITTLEFIELD LLC
Parcel I.D.: 0352880000420
Address: 0 PERSIMMON

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

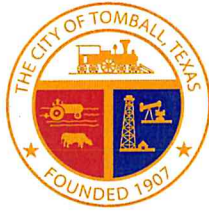
Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: 



City of Tomball
Community Development Department

TIM LITTLEFIELD LLC
15925 FM 3083 6
CONROE, TX 77301-

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z24-13

08/19/2024

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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.

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For the PLANNING & ZONING COMMISSION
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CASE #: Z24-13

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Name: TIM LITTLEFIELD LLC
Parcel I.D.: 1422610010001
Address: 1310 S PERSIMMON RD

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

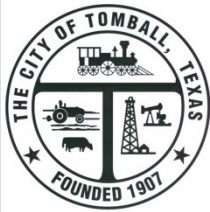
Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: 



**Rezoning
Staff Report**

Planning & Zoning Commission Public Hearing Date: September 9, 2024
City Council Public Hearing Date: September 16, 2024

Rezoning Case: Z24-013
Property Owner(s): Tim Littlefield, LLC
Applicant(s): Tim Littlefield, LLC
Legal Description: Outlot 281 of the corrected map of Tomball Outlots
Location: 1000 block (west side) of South Persimmon Street (Exhibit “A”)
Area: 5.006 acres
Comp Plan Designation: Business Park and Industrial (Exhibit “B”)
Present Zoning: Light Industrial (LI) District (Exhibit “C”)
Request: Rezone from the Light Industrial (LI) to the Commercial (C) District

Adjacent Zoning & Land Uses:

North: Manufactured Home Park (MHP) / Dwelling – HUD code-manufactured home (23)
South: Single-Family Estate Residential – 20 (SF-20-E) and Light Industrial (LI) / Dwelling – Single-Family detached and a construction company’s office, warehouse, and equipment yard
East: Planned Development – 12 (PD-12) / Dwellings – Single-family detached
West: Commercial (C) / Business headquarters

BACKGROUND

The subject property is currently undeveloped and was successfully rezoned from SF-20-E to the LI district (Z23-09) in June of 2023. This request aims to allow for the development of a multibuilding business park that can be developed to the Commercial (C) zoning district standards. Specifically, the applicant is seeking relief from the required side and rear yards that are greater within the LI district than those required within the Commercial (C) district.

ANALYSIS

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

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

The Comprehensive Plan identifies the following zoning districts as compatible with the Business Park and Industrial category: Light Industrial (LI), Commercial (C), Office (O), and Planned Development (PD).

The Comprehensive Plan identifies the need to carefully design commercial and industrial developments to include landscape buffering as well as the screening of outdoor storage and equipment from public rights-of-way.

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

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on August 19, 2024. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z24-013.

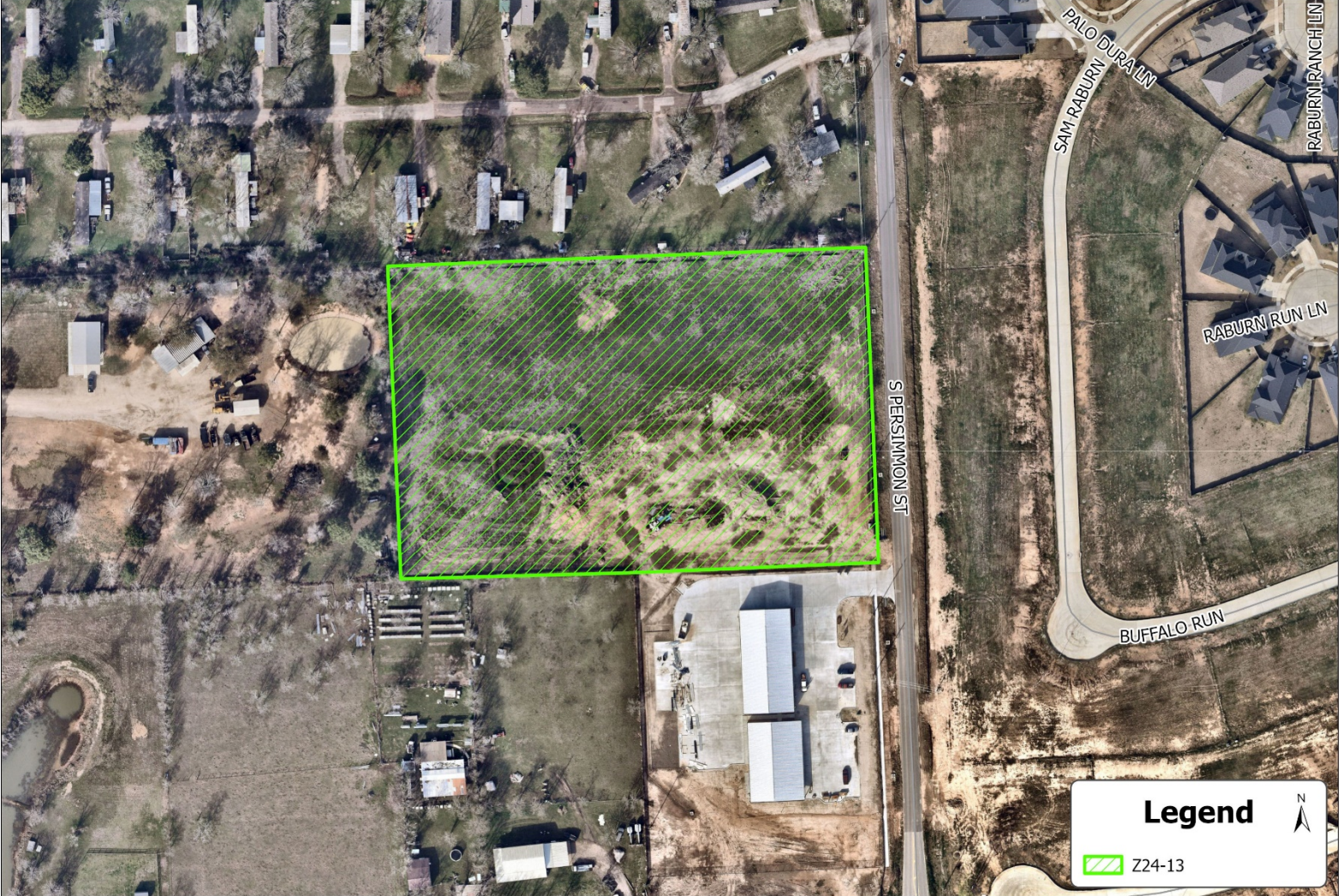
EXHIBITS

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

Exhibit "A"
Aerial Location Map



Location



Legend 

 Z24-13

Exhibit "B"
Future Land Use Plan



Future Land Use

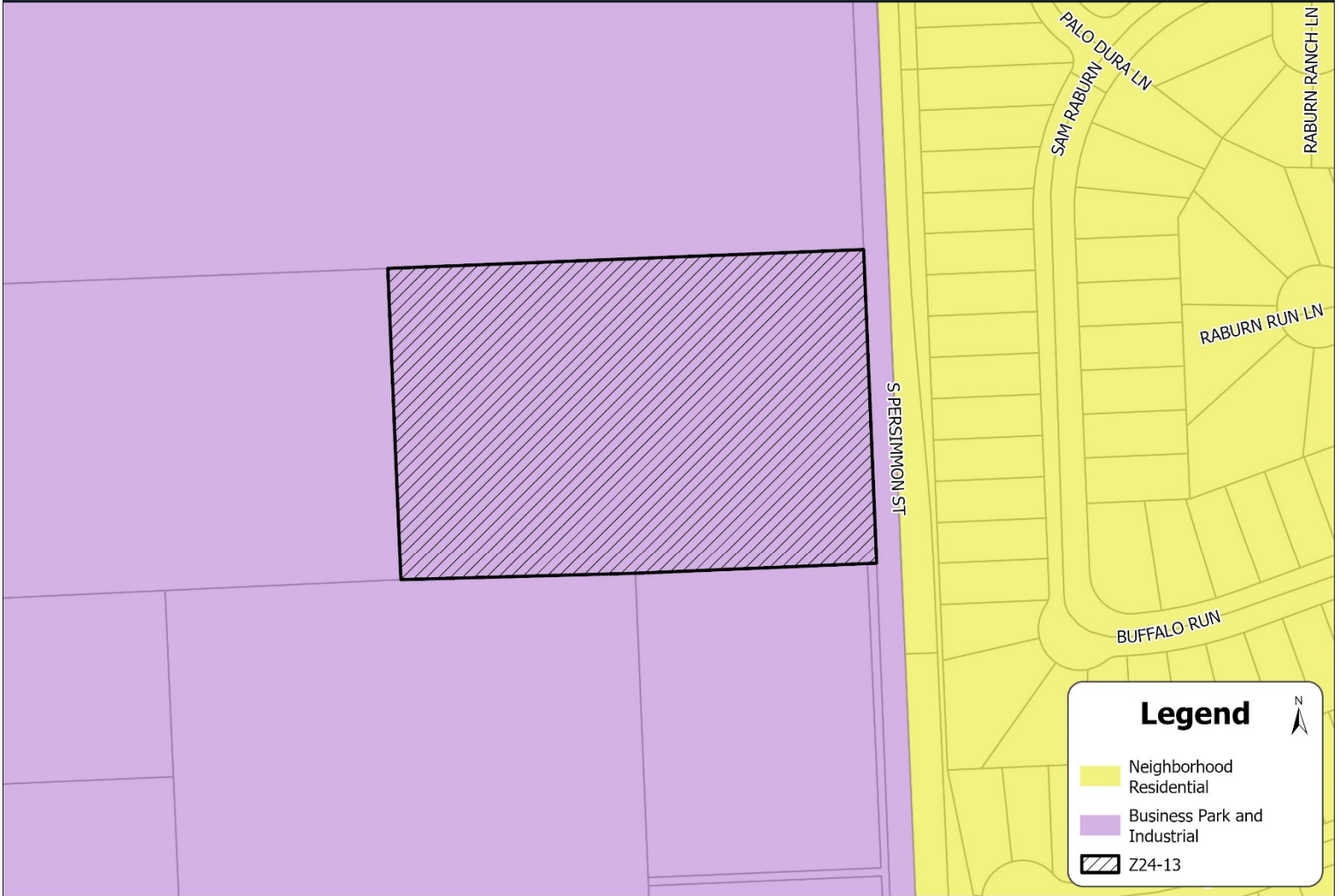


Exhibit "C"
Zoning Map



Zoning

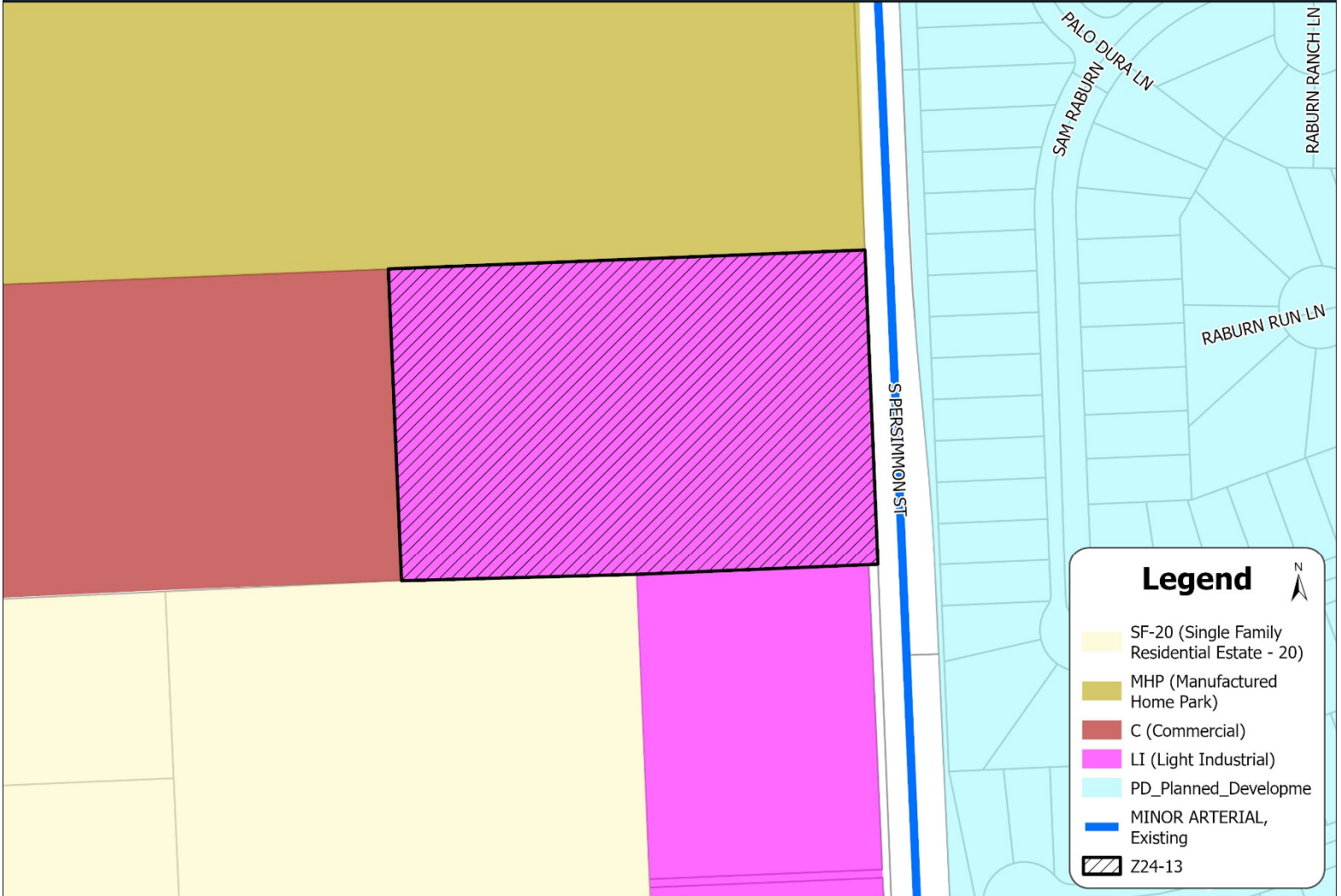


Exhibit "D"
Site Photo(s)

Subject Site



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: Tim Littlefield, LLC Title: Owner
Mailing Address: 1310 Persimmon St. City: Tomball State: TX
Zip: 77375 Contact: Tim Littlefield
Phone: (281) 399-1488 Email: tim@littlefieldbrothers.com

Owner

Name: Tim Littlefield, LLC Title: Owner
Mailing Address: P.O. Box 1808 City: Tomball State: TX
Zip: 77377 Contact: Tim Littlefield
Phone: (281) 399-1488 Email: tim@littlefieldbrothers.com

Engineer/Surveyor (if applicable)

Name: Marty Comeaux Title: Architect
Mailing Address: 1631 Nocturne Ln. City: Houston State: Texas
Zip: 77043 Contact: Marty Comeaux
Phone: (832) 530-4769 Fax: () Email: marty@mcomeauxarchitects.com

Description of Proposed Project: The development of multiple single story pre-engineered shell buildings for future Commercial Office/Warehouse occupancy.

Physical Location of Property: West side of S Persimmon St., between Agg Rd. and Sutton Ln.
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Tomball sublot 281, called 5.001 acres, C.C.F.N. RP-2023-76533 O.P.R.H.C.T. in the Jessie Pruitt Survey, A-625
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (LI) Light Industrial

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

Current Use of Property: Vacant

Proposed Zoning District: (C) : Commercial

Proposed Use of Property: The development of multiple single story pre-engineered shell buildings for future Commercial Office/Warehouse occupancy.

HCAD Identification Number: 0352880000420 Acreage: 5.001

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.

[Signature] 8/1/24
Signature of Applicant Date

[Signature] Tim Littlefield LLC 8/1/24
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 un-platted 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.

WARRANTY DEED

GF# 2796129-HO40

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: MARCH 3, 2023

Grantor: MENDOZA HOME BUILDERS LLC, a Texas limited liability company

Grantor's Mailing Address: 12815 Huffmeister Rd. Suite 2 Cypress, TX 77429
Harris County)

Grantee: TIM LITTLEFIELD LLC, a Texas limited liability company

Grantee's Mailing Address: 4618 Kirkstone Terrace Dr, Spring, TX 77379
Harris County)

Consideration:

The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the undersigned in hand paid by Grantee herein named, the receipt of which is hereby acknowledged

Property (including any improvements):

BEDNG 5.006 ACRES OF LAND, OUT OF THE JERRY COYT CARLISLE, ET ALX 15.6201 ACRE TRACT, RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. R338838, FURTHER KNOWN AS OUTLOT 281 OF THE CORRECTED MAP OF TOMBALL OUTLOTS RECORDED IN VOL 4, PG. 75 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS; SAID 5.006 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, conditions and easements, if any, relating to the herein above described property, but only in the extent they are still in effect, shown of record in the herein above mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the herein above described property.

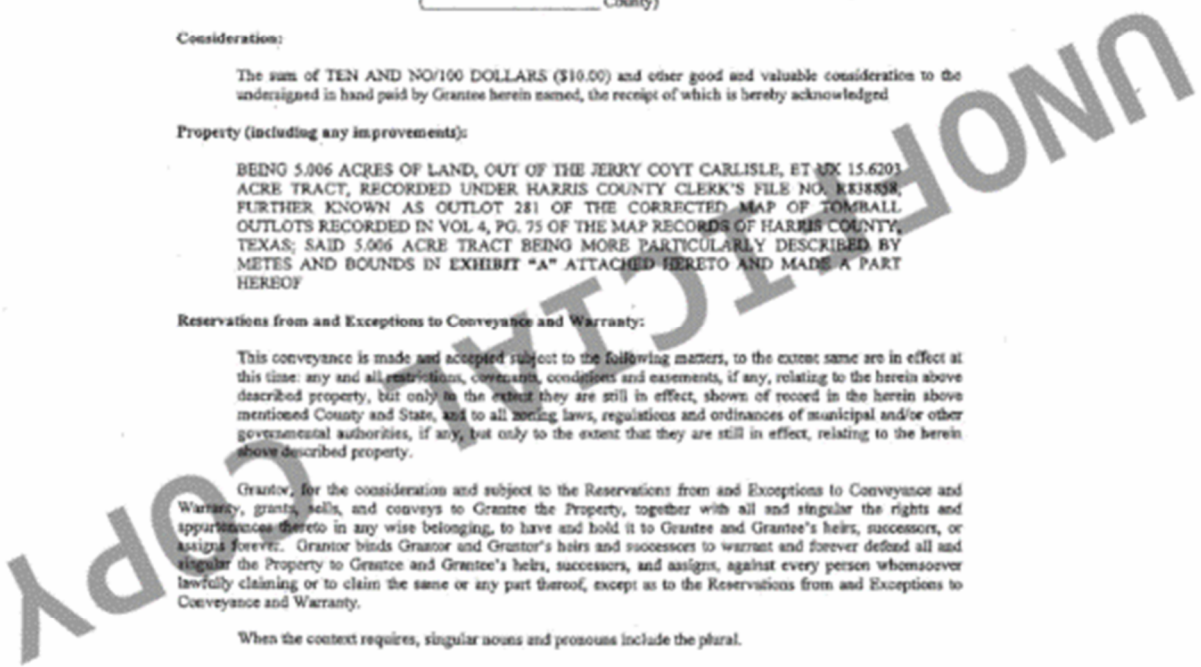
Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's heirs, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Warranty Deed
Page 1 of 2

RECORDED AT THE REQUEST
OF FIRST AMERICAN TITLE
OFF# 2796129-4A

RP-2023-78533



EXECUTED on the date first above written.

MENDOZA HOME BUILDERS LLC

By: Raul M.
(name) Raul Mendoza Jr.
(title) Authorized Signor

STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on the 3 day of March, 2023,
by Raul Mendoza Jr. Authorized Signor of MENDOZA HOME BUILDERS LLC, a Texas limited liability company, on behalf of said company.



Karina Janet Hernandez
Notary Public in and for the
State of Texas

PREPARED IN THE OFFICE OF:
Law Office of Beard & Lane, P.C.
10511 Grant Road
Houston, Texas 77070
Telephone: (281) 897-8848
Email: brenst@beardlane.com

AFTER RECORDING RETURN TO:

634688 WD

RP-2023-78533

UNOFFICIAL COPY

Warranty Deed
Page 2 of 2



JEFFREY MOON & ASSOCIATES, INC.

LAND SURVEYORS

www.moonsurveying.com

T.B.P.E.L.S. 10112200

P.O. Box 2501 Conroe Texas 77305

Phone (936)756-5266, Fax (936)756-5281

FEBRUARY 21, 2023

BEING 5.001 ACRES OF LAND, SITUATED IN THE JESSIE PRUITT SURVEY, ABSTRACT NUMBER 629 IN HARRIS COUNTY, TEXAS AND BEING ALL OF OUTLOT 281 OF THE CORRECTED MAP OF TOMBALL OUTLOTS, A SUBDIVISION ACCORDING TO THE MAP AND OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 75 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS AND BEING THE SAME TRACT CALLED 5.006 ACRE TRACT AS CONVEYED IN DEED TO MENDOZA HOME BUILDERS, LLC., RECORDED UNDER COUNTY CLERK'S FILE NUMBER RP-2020-189624 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS; SAID 5.001 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83), ALL DISTANCES SHOWN ARE GROUND.

UNOFFICIAL COPY

RP-2023-78533

BEGINNING at a 5/8 inch iron rod, found for the Southeast corner of the herein described, being the Southeast corner of said Outlot 281, being the Northeast corner of Outlot 284, being the Northeast corner of a called 4.393 acre tract conveyed in deed to Tim Littlefield LLC., recorded under County Clerk's File Number RP-2021-132294 of the Official Public Records of Harris County, Texas and being in the West line of Persimmon Road, as recorded in Volume 2, Page 65, Volume 4, Page 75, in Film Code 692320 of the Map Records of Harris County, Texas and recorded in Volume 1037, Page 710 of the Deed Records of Harris County, Texas and recorded under County Clerk's File Number 2020-222647 of the Official Public Records of Harris County, Texas;

THENCE South 87°36'04" West (Deed call: North 89°51'00" West), along the South line of said Outlot 281, The North line of said Outlot 284 and the North line of said 4.393 acre tract, passing at a distance of 11.23 feet a 5/8 inch iron rod found in the West line of a called 0.2547 acre tract conveyed to the City of Tomball recorded under County Clerk's File Number RP-2020222647 of the Official Public Records of Harris County, Texas, continuing along said line, passing at a distance of 292.20 feet a 1/2 inch iron rod, found for the Northwest corner of said 4.393 acre tract and being the Northeast corner of a called 6.21 acre tract conveyed in deed to Francisco Lopez and Veronica Beltran recorded under County Clerk's File Number 2015-0114381 of the Official Public Records of Harris County, Texas and continuing, in all, a total distance of 577.24 feet (Deed call: 577.51 feet) to a 1/2 inch iron rod, found for the Southwest corner of the herein described tract, being the Northeast corner of Outlot 283 and being the Southeast corner of Outlot 280 called 5.002 acre tract conveyed in deed to Michael R. Brown recorded under County Clerk's File Number RP-2022-403731 of the Official Public Records of Harris County, Texas

THENCE North 02°17'18" West, (Deed call: North 00°13'27" West), along the West line of said Outlot 281 and the East line of said Outlot 280, a distance of 377.46 feet (Deed call: 377.60 feet) to 1/2 inch iron rod, found for the Northwest corner of the herein described tract, being the Northeast corner of said Outlot 280, being the Southeast corner of Outlot 276, being the Southwest corner of Outlot 277 and

being in the South line of a called 10.0148 acre tract as conveyed in deed to BK Resources, LLC., recorded under County Clerk's File Number 20140340605 of the Official Public Records of Harris County, Texas

THENCE North 87°35'25" East (Deed call: South 89°51'00" East), along the above mentioned line and the South line of said Outlot 277, a distance of 576.89 feet (Deed call 577.51 feet) to a 5/8 inch iron rod, found for the Northeast corner of the herein described tract, being the Southeast corner of said Outlot 277, being the Southeast corner of said 10.0148 acre tract and being in the West line of said Persimmon Road;

THENCE South 02°20'30" East (Deed call: South 00°13'27" West), along the above mentioned line a distance of 377.56 feet (Deed call: 377.60 feet), back to the Point of Beginning and containing 5.001 acres of land, based on the survey and plat prepared by Jeffrey Moon and Associates, Inc., dated February 21, 2023.

Job. No: 23-T-28 (5.001 Acres)


Taren Hanks
Registered Professional
Land Surveyor No. 6787



RP-2023-78533

COPY UNOFFICIAL

RP-2023-78533

RP-2023-78533

Pages 5

03/07/2023 11:59 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees \$30.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Tenesha Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS



01 August, 2024

City of Tomball
Planning & Zoning Commission
Tomball, TX

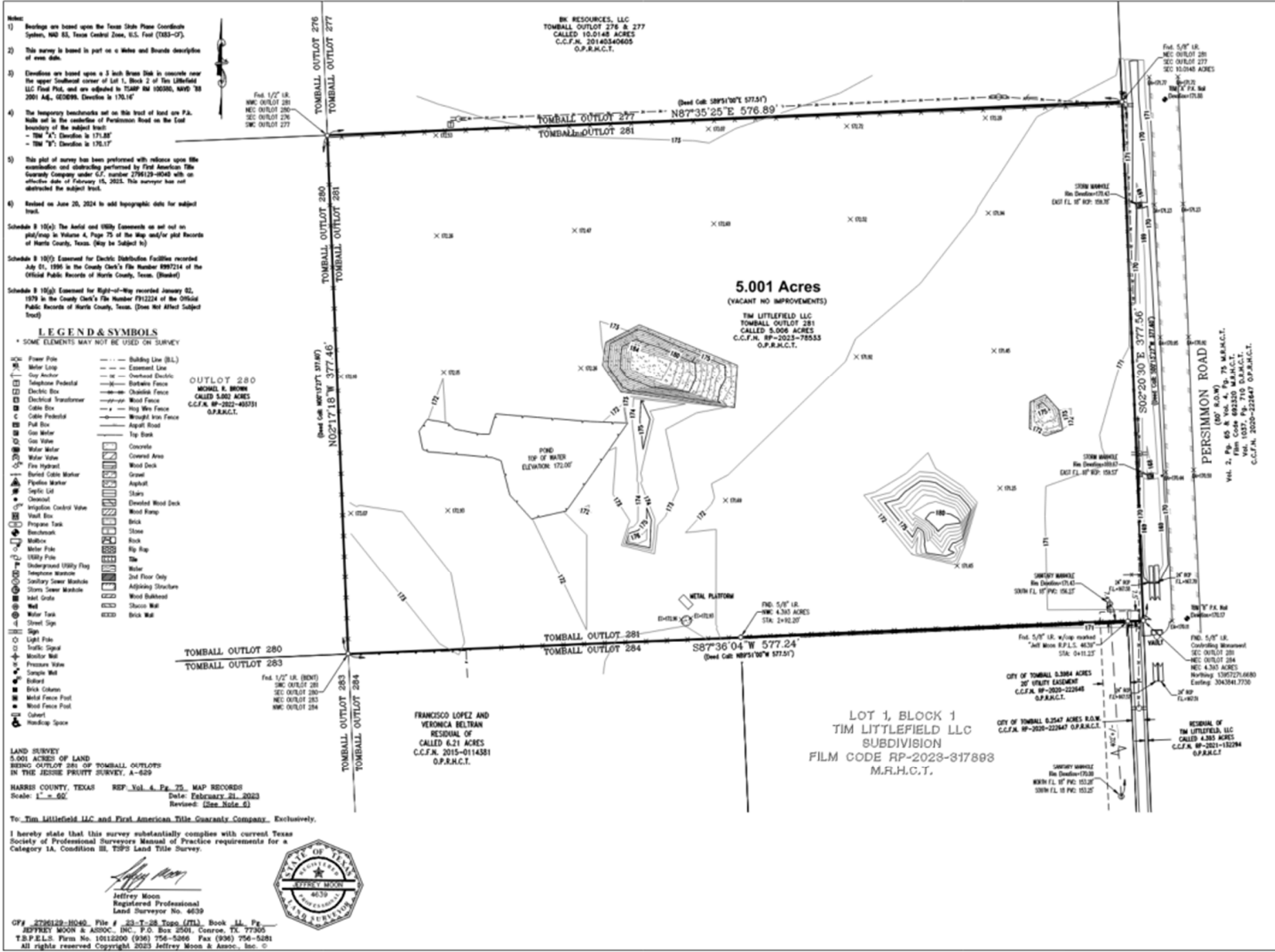
Re: **Request to rezone property**
S. Persimmon Road
Tomball, Texas 77095

To whom it may concern:

We are proposing to develop our 5 acre tract for commercial purposes, and construct several single-story pre-engineered metal buildings for multi-tenant leasing. Our current Zoning District (LI) Light Industrial prescribes side and rear yard setbacks of 35' or more. A zoning of (C) Commercial, allows for only 10' side and rear yard building setbacks. Since our range of expected occupancy types are allowed under both (C) Commercial, as well as (LI) Light Industrial, in order to maximize our building square footage, we want to be zoned for (C) Commercial. This change will make a substantial difference in the building square footage we can place on the property. For this reason, we are requesting a change to Zoning District (C) Commercial.

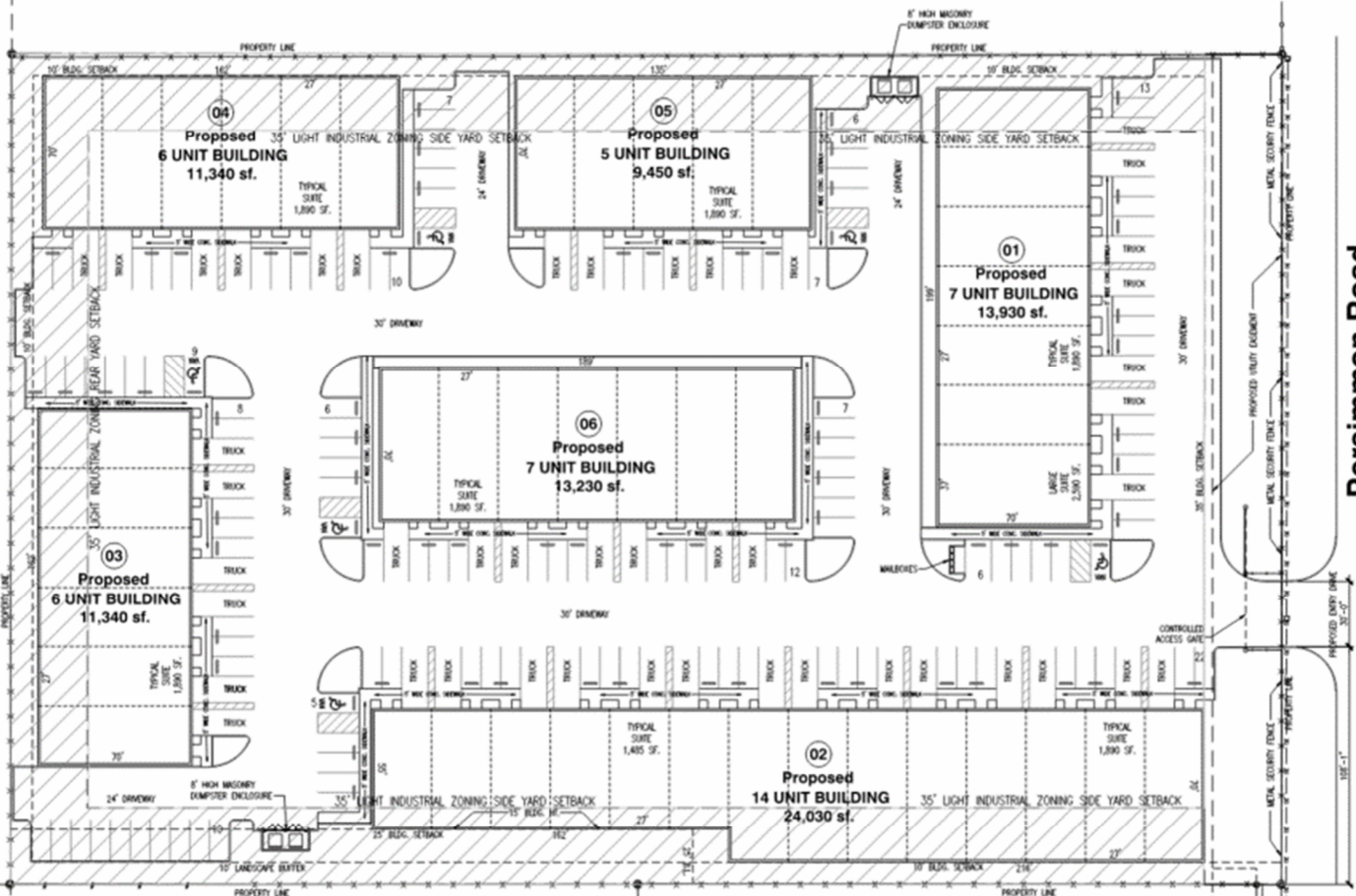
Sincerely,

Tim Littlefield LLC

PROPERTY ZONED 'CUP2' MANUFACTURED HOMES

PROPERTY ZONED 'C' COMMERCIAL



Persimmon Road
(80' R.O.W.)

PROPERTY ZONED 'SF-20' SINGLE FAMILY RESIDENTIAL ESTATE

PROPERTY ZONED 'LI' LIGHT INDUSTRIAL

CITY OF TOMBALL 0.3864 ACRES
20' UTILITY EASEMENT
C.C.F.A. WP-2020-222648
S.P.A.R.C.L.T.

CITY OF TOMBALL 0.2547 ACRES 80' R.O.W.
C.C.F.A. WP-2020-222649
S.P.A.R.C.L.T.



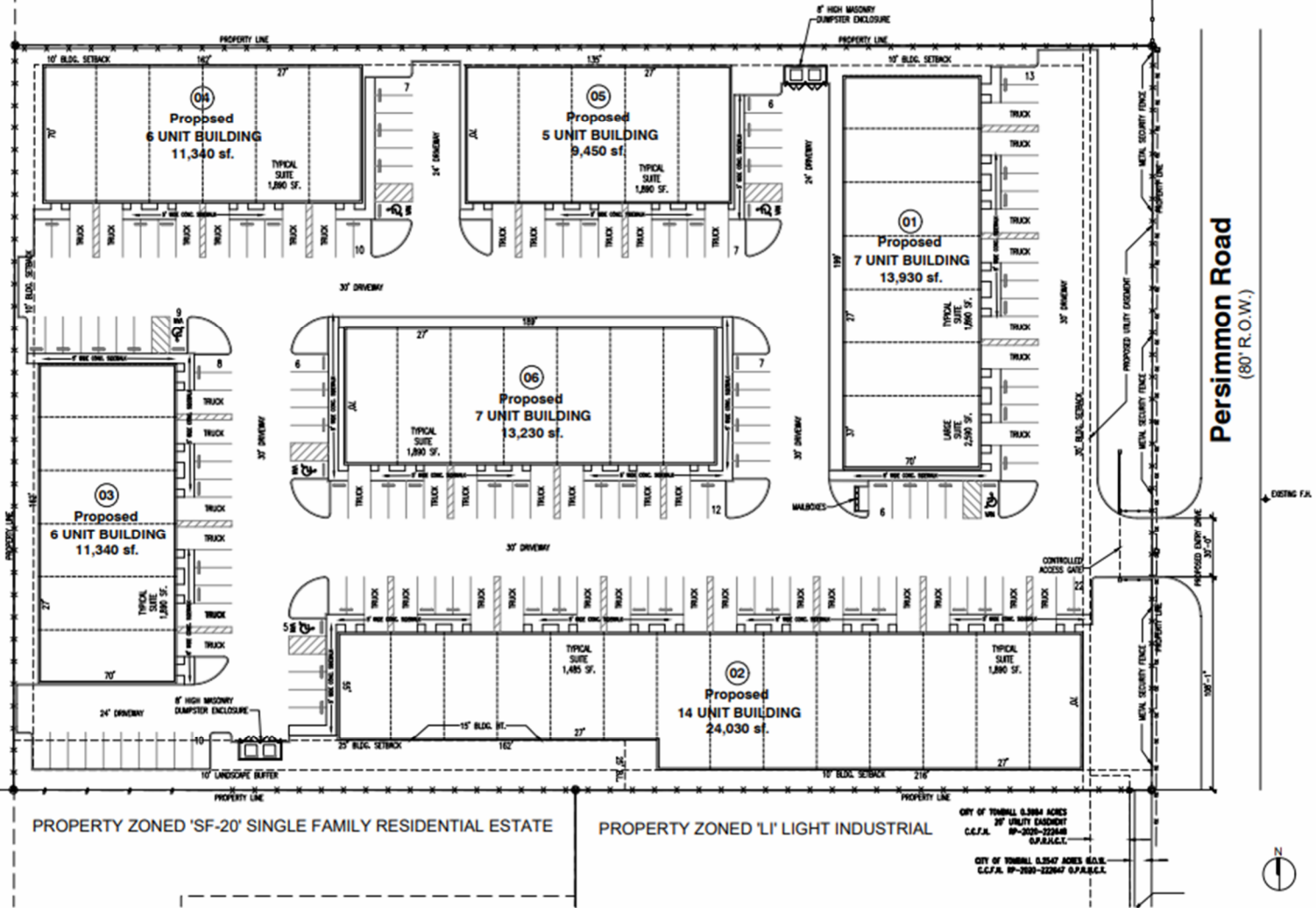
0 SITE PLAN

1"=30'-0"

1

PROPERTY ZONED 'CUP2' MANUFACTURED HOMES

PROPERTY ZONED 'C' COMMERCIAL



Persimmon Road
(80' R.O.W.)

ED SITE PLAN

1"=30'-0"



**Typical Building
Littlefield Flex Park
Office / Warehouse**

M Comeaux Architects, LLC
1631 NOCTURNE LN.
HOUSTON, TX 77043
832-530-4769

RE-ZONING REVIEW 03 AUGUST, 2024

Northern Oaks

City Council Meeting Agenda Item Data Sheet

Meeting Date: October 21, 2023

Topic:

Adopt, on Second Reading, Ordinance No. 2024-32, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of \$0.336365/\$100 Value Assessed for the Year 2024 on All Taxable Real and Personal Property Located in the City of Tomball, Texas; Providing for Penalty, Interest, and Additional Penalty on Taxes Not Timely Paid; and Providing Other Matters Relating to the Subject

Background:

Public Hearing was held and First Reading was approved during the October 7, 2024, Regular City Council meeting.

The proposed tax rate for Fiscal Year 2024-2025 (Tax Year 2024) is \$0.336365/\$100, with \$0.145703 for the Interest & Sinking Fund and \$0.190662 for the Maintenance & Operations Fund.

Origination: Finance Director

Recommendation:

Adopt Ordinance No. 2024-32 on Second Reading

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 9/20/2024
Staff Member Date

Approved by _____
City Manager Date

ORDINANCE NO. 2024-32

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, SETTING THE TAX LEVY OF \$0.336365/\$100 VALUE ASSESSED FOR THE YEAR 2024 ON ALL TAXABLE REAL AND PERSONAL PROPERTY LOCATED IN THE CITY OF TOMBALL, TEXAS; PROVIDING FOR PENALTY, INTEREST, AND ADDITIONAL PENALTY ON TAXES NOT TIMELY PAID; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, pursuant to the provisions of the Constitution and Laws of the State of Texas, the City Council of the City of Tomball, Texas, is vested with the power to levy, assess and collect an annual tax upon all taxable real and personal property located within the City Limits, and said power allowing for the granting of homestead exemptions for all City of Tomball property owners sixty-five years of age and over or who are disabled; and

WHEREAS, pursuant to the Charter of the City of Tomball, this ordinance has been read two (2) times and considered at two (2) sessions of the City Council, and published in the City's official newspaper after the first reading; and

WHEREAS, the Council is required to set a tax rate, expressed as a rate per hundred-dollar valuation of said property, located in the City of Tomball, January 1, 2024; and

WHEREAS, Section 26.05 of the Texas Property Tax Code provides that before the later of September 30th or the 60th day after the date the certified appraisal roll is received by the taxing unit, the governing body of each taxing unit shall adopt a tax rate for the current tax year; and

WHEREAS, such Section further provides that where the tax rate consists of two components (one which will impose the amount of taxes needed to pay the unit's debt service and the other which will impose the amount of taxes needed to fund maintenance and operation expenditures of the unit for the next year), each of the components must be approved separately; and

WHEREAS, the proposed tax rate for the current tax year of the City of Tomball, Texas, consists of two components, a tax rate of \$0.145703 cents per \$100.00 dollars of taxable value for the purpose of paying the accruing interest and to provide a sinking fund for payment of the indebtedness of the City,

and a tax rate of \$0.190662 cents per \$100.00 dollars of taxable value for the purpose of funding the maintenance and operation expenditures of the City for the next fiscal year; and

WHEREAS, City Council has approved, by separate motions, the tax rates heretofore specified for each of said components; and

WHEREAS, all notices and hearings required by law as a prerequisite to the passage, approval, and adoption of this Ordinance have been timely and properly given and held;

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are found to be true and correct and are hereby adopted, ratified, and confirmed.

Section 2. That said tax levied as aforesaid, based upon valuations established by Harris County Appraisal District, will be sufficient to meet the requirements of the City for the Budget Year 2024-2025.

Section 3. There is hereby levied, for the tax year 2024, to fund the City's fiscal year 2024-2025 municipal budget, an ad valorem tax at the total rate of \$0.336365 on each \$100.00 of assessed valuation on all property, real, personal, and mixed, within the corporate limits of the City, upon which an ad valorem tax is authorized by law to be levied by the City of Tomball, Texas. All such taxes shall be assessed and collected in current money of the United States of America.

Section 4. Of such total tax levied in Section 3 hereof, \$0.190662 is levied to fund maintenance and operation expenditures of the City for the fiscal year 2024-2025. Of the total tax levied in Section 3 hereof, \$0.145703 is levied for the purpose of paying the interest on bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City of Tomball, Texas, including the various installments of principal due on the serial bonds, warrants,

certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City as such installments shall respectively mature, in the fiscal year 2024-2025.

Section 5. This year's levy to fund maintenance and operations expenditures EXCEEDS last year's maintenance and operations tax levy.

- (A) THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; and**
- (B) THE TAX RATE WILL EFFECTIVELY BE INCREASED BY 12.23 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$3.88.**

Section 6. All ad valorem taxes levied hereby, in the total amount of \$0.336365 on each \$100.00 of assessed valuation, as reflected by Sections 3 and 4 hereof, shall be due and payable on or before January 31, 2025. All ad valorem taxes due the City of Tomball, Texas, and not paid on or before January 31st following the year for which they were levied, shall bear penalty and interest, and if not paid before July 1st shall incur an additional penalty of twenty percent (20%), as prescribed in the Texas Property Tax Code.

Section 7. All ordinances and parts of ordinances inconsistent or in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. If any provision of this Ordinance is found to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not invalidate or impair the validity, force, or effect of any other provision of this Ordinance.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 7TH DAY OF OCTOBER 2024.

COUNCILMAN FORD	<u>NAY</u>
COUNCILMAN GARCIA	<u>YEA</u>
COUNCILMAN DUNAGIN	<u>YEA</u>
COUNCILMAN COVINGTON	<u>YEA</u>
COUNCILMAN PARR	<u>YEA</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 21ST DAY OF OCTOBER 2024.

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: October 21, 2024

Topic:

Approve Minutes of the October 7, 2024, Special and Regular City Council meetings.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

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

FUNDING (IF APPLICABLE)

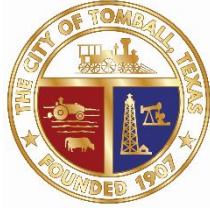
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

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



**Monday, October 07, 2024
4:00 PM**

- A. Mayor Klein Quinn called the meeting of the City of Tomball Council Call to order at 4:00 PM.

PRESENT

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

OTHERS PRESENT:

City Manager – David Esquivel
Assistant City Manager – Jessica Rogers
City Secretary – Tracylynn Garcia
Assistant City Secretary – Sasha Luna
Court Administrator – Maria Morris
City Attorney – Loren Smith
Human Resources Director - Kristi Lewis
Director of Marketing & Tourism – Chrislord Templonuevo
IT Director – Tom Wilson
Project Manager – Maegan Mageo
Director of Community Development – Craig Meyers
Public Works Director – Drew Huffman
Police Chief – Jeff Bert
Fire Chief – Joe Sykora
Finance Director – Bragg Farmer
Director of Special Projects – Luisa Taylor

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

No public comments were received.

C. New Business

1. The Tomball City Council and City Staff will enter into a Council Orientation.

D. Adjournment

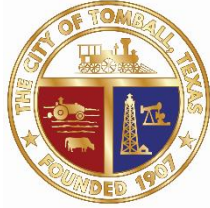
Mayor Klein Quinn adjourned the meeting at 5:50 PM.

PASSED AND APPROVED this 17th day of October 2024.

Tracylynn Garcia
City Secretary, TRMC, MMC, CPM

Lori Klein Quinn
Mayor

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



**Monday, October 07, 2024
6:00 PM**

- A. Mayor L. Klein-Quinn called the meeting of the City of Tomball Council to order at 6:01 PM.

PRESENT

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

OTHERS PRESENT:

City Manager – David Esquivel
Assistant City Manager – Jessica Rogers
City Secretary – Tracylynn Garcia
Assistant City Secretary – Sasha Luna
Court Administrator – Maria Morris
City Attorney – Loren Smith
Human Resources Director - Kristi Lewis
Director of Marketing & Tourism – Chrislord Templonuevo
IT Director – Tom Wilson
Project Manager – Maegan Mageo
Director of Community Development – Craig Meyers
Public Works Director – Drew Huffman
Police Chief – Jeff Bert
Fire Chief – Joe Sykora
Finance Director – Bragg Farmer
Director of Special Projects – Luisa Taylor

- B. Invocation - Led by Councilman Dunagin
- C. Pledges to U.S. and Texas Flags by Joe Sykora
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a*

matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]

- | | | |
|--|---|-----------------------------------|
| Tim Gamar
12502 Montclair Landing Ct.
Tomball, Texas | - | property tax rate |
| Dale Nadeau
10539 Laneview Dr.
Houston, Texas | - | opposition of sycamore project |
| Melody Wilkerson
30104 Riley Rd.
Waller, Texas | - | in favor of old business item 3 |
| Michael Evenson
9918 Double Bayou
Cypress, Texas | - | in favor of old business item 3 |
| Jerry Thomas
209 Sycamore
Tomball, Texas | - | representing the sycamore project |

E. Presentations

1. Proclamation – 2024 Fire Prevention Week

F. Reports and Announcements

1. Announcements

- I. Upcoming Events:**

October 10, 2024 – Mayor’s Kaffeeklatsch 8:30 a.m. – 10 a.m. @ Community Center

October 12, 2024 – Spooktacular 4 p.m. – 9 p.m. @ Depot

October 19, 2024 – Freedom 5k Ruck Run 8 a.m. – Noon @ Depot

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

Councilman Dunagin

G. Old Business

1. Approve, on Second Reading, Resolution No. 2024-29-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and RSC Riverside Construction, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a multibuilding office/warehouse park to be located at 0 Holderrieth Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$101,870.00.

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

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

Motion carried unanimously.

2. Approve, on Second Reading, Resolution No. 2024-30-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Red Grip, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a commercial office/retail development to be located at 1211 Rudel Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$15,195.00.

Motion made by Council 3 Dunagin, Seconded by Council 4 Covington.

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

Motion carried unanimously.

3. Adopt, on Second Reading, Ordinance No. 2024-26, 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 10.89 acres of land legally described as being a tract of land situated in the Jesse Pruitt Survey, Abstract 629, from the Single-Family-20 District to the Light Industrial District, within the city of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

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

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 the September 16, 2024, Regular City Council meeting.
2. Approve a Services Agreement renewal with Accurate Utility Supply, LLC for water, wastewater, and drainage supplies and services through a BuyBoard Contract (Contract No. 626-20) for a not-to-exceed amount of \$245,000, 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.
3. Consideration to approve Resolution 2024-34, a Resolution of the City Council of the City of Tomball, Texas, authorizing the City Manager to act for the City in connection with the City's expenditure of grants from the American Rescue Plan and the Coronavirus Local Fiscal Recovery Fund and making other provisions related to the subject.
4. Approve a purchase with Fun Abounds Inc. for the purchase and installation of a shade structure for the playground at Jerry Matheson Park, through a BuyBoard

Contract (Contract No. 679-22) for a not-to-exceed amount of \$92,957, 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 and Capital Improvement Plan.

5. Approve a contract with Hayden Paving, Inc. to complete a walking trail and parking lot resurface at Jerry Matheson Park, through a BuyBoard Contract (Contract No. 700-23) for a not-to-exceed amount of \$301,152, 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 and Capital Improvement Plan.
6. Approve a Service Agreement renewal with Shane Griffin Power & Electrical Services, LLC electrical contractor services for fiscal year 2025, for a not-to-exceed amount of \$175,000 (RFP 2023-12), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures were included in the Fiscal Year 2024-2025 Budget.
7. Approve a purchase with Water & Play Expressions, Inc. for the purchase and installation of a shade structure for the splashpad at Jerry Matheson Park, through a BuyBoard Contract (Contract No. 679-22) for a not-to-exceed amount of \$114,637, 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 and Capital Improvement Plan.
8. Approve an agreement with Lake Country Chevrolet, LLC, for two Chevrolet Silverado 2500 Duty trucks and one Chevrolet Silverado 1500 Command Vehicle through the TIPS Purchasing (Contract TIPS USA #210907 AUTOMOBILES) for a not-to-exceed amount of \$172,019.04 authorize the expenditure of funds therefor and authorize the City Manager to execute any and all documents related to the expenditure. This amount is partially included in the FY 2024-2025 budget.
9. Approve an agreement with Silsbee Ford, for 4 Ford Police Interceptor Units through the TIPS Purchasing (Contract TIPS USA #210907 AUTOMOBILES) for a not-to-exceed amount of \$205,479.00 authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2024-2025 budget.
10. Approve an agreement with Waukesha-Pearce Industries Inc., for two PC35MR-5 Hydraulic Excavators through the BuyBoard Cooperative Purchasing (Contract #424-13) for a not-to-exceed amount of \$122,300 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.

11. Approve an agreement with Deere & Company and King Ranch Ag & Turf for two zero turn mowers, and one UTV/Gator through a BuyBoard Contract (Contract No.706-23) for a not-to-exceed amount of \$57,708.88 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.

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

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

Motion carried unanimously.

I. New Business

1. Presentation, discussion, and direction for the proposed North Sycamore Parking Lot project.

No action taken.

2. Approve Resolution No. 2024-35, A Resolution Of The City Council Of The City Of Tomball, Texas, Declaring The Intention To Institute Proceedings To Annex Certain Territory; Describing Such Territory; Setting November 4, 2024 At 6 O'clock Pm As The Date And Time For Public Hearing At Which All Interested Parties Shall Have An Opportunity To Be Heard; Providing For Publication Of Notice Of Said Public Hearing; Directing Preparation Of A Municipal Service Plan For The Territory Proposed To Be Annexed (Being 11.40 Acres; 16000 FM 2920; HCAD 0402200010065 (496,734 Square Feet) Tract Of Land. Providing For Notice Of Said Public Hearings; And Providing For Severability.

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

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

Motion carried unanimously.

3. Approve Resolution No. 2024-36, A Resolution Of The City Council Of The City Of Tomball, Texas, Declaring The Intention To Institute Proceedings To Annex Certain Territory; Describing Such Territory; Setting November 4, 2024 At 6 O'clock Pm As The Date And Time For Public Hearing At Which All Interested Parties Shall Have An Opportunity To Be Heard; Providing For Publication Of Such Notice Of Said Public Hearing; Directing Preparation Of A Municipal Service Plan For The Territory Proposed To Be Annexed (Being 4.339 Acres; 16000 FM 2920; HCAD 0402200010065 (189,008 Square Feet) Tract Of Land And Providing For Severability.

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

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

Motion carried unanimously.

4. Approve, on First Reading, Resolution No. 2024-33-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Kara Miles Hair (KMH Studio), LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 22525 Hufsmith-Kohrville Road, Bldg. 1-Suite 1-C, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.

Motion made by Council 3 Dunagin, Seconded by Council 2 Garcia.

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

Motion carried unanimously.

5. Conduct a public hearing and consideration to approve **Zoning Case Z24-013**: Request by Tim Littlefield, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.006 acres of land legally described as being Outlot 281 of the corrected map of Tomball Outlots from Light Industrial (LI) to the Commercial (C) zoning district. The property is located in the 1000 block (west side) of South Persimmon Street, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2024-27, 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 5.001 acres of land legally described as being Outlot 281 of the Corrected Map of Tomball Outlots, from the Light Industrial District to the Commercial District, 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.

- Mayor opened the Public Hearing at 7:33 PM

Applicant Tim Littlefield spoke on his development regarding this property.

- Mayor closed the Public Hearing at 7:43 PM

Motion made by Council 3 Dunagin, Seconded by Council 1 Ford.

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

Motion carried unanimously.

6. Authorize annual purchases exceeding \$50,000 in accordance with the Purchasing and Bidding Policy for Fiscal Year 2023-2024.

Motion made by Council 4 Covington, Seconded by Council 1 Ford.

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

Motion carried unanimously.

7. Ratify the FY 2024-2025 Budget and Find that the Proposed Tax Rate of \$0.336365/\$100 EXCEEDS the No-New-Revenue Tax Rate and WILL Generate More Property Tax Revenue than the FY 2023-2024 Budget.

Public comment received from:

Samatha Book - opposition against tax rate
212 S. Pine St.
Tomball, Texas

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

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

Voting Nay: Council 1 Ford

Motion carried 4 votes yea, 1 vote nay.

8. Adopt \$0.145703 as the Portion of the 2024 Tax Rate to Fund the Interest and Sinking (Debt Service) Fund for Fiscal Year 2024-2025

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

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

Voting Nay: Council 1 Ford

Motion carried 4 votes yea, 1 vote nay.

9. Adopt \$0.190662 as the Portion of the 2024 Tax Rate to Fund the Maintenance and Operations (M&O) Fund for Fiscal Year 2024-2025

Motion made by Council 4 Covington, Seconded by Council 2 Garcia.

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

Voting Nay: Council 1 Ford

Motion carried 4 votes yea, 1 vote nay.

10. Conduct Public Hearing regarding the Proposed 2024 Tax Rate of \$0.336365/\$100 Assessed Value for the City of Tomball, Texas

- Mayor opened the Public Hearing at 7:53 p.m.
- Hearing no comments, the Mayor closed the Public Hearing at 7:54 p.m.

11. Adopt, on First Reading, Ordinance No. 2024-32, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of \$0.336365/\$100 Value Assessed for the Year 2024 on All Taxable Real and Personal Property Located in the City of Tomball, Texas; Providing for Penalty, Interest, and Additional Penalty on Taxes Not Timely Paid; and Providing Other Matters Relating to the Subject

Motion made by Council 5 Parr, Seconded by Council 4 Covington.

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

Voting Nay: Council 1 Ford

Motion carried 4 votes yea, 1 vote nay.

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

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

Executive Session started: 7:57 p.m.

Executive Session ended: 8:31 p.m.

J. Adjournment

Mayor Klein Quinn adjourned the meeting at 8:32 PM.

PASSED AND APPROVED this 17th day of October 2024.

Tracylynn Garcia
City Secretary, TRMC, MMC, CPM

Lori Klein Quinn
Mayor

City Council Meeting Agenda Item Data Sheet

Meeting Date: October 21, 2024

Topic:

Consideration of Application from the Tomball Sister City Organization for use of FY 2024-2025 Hotel Occupancy Tax Funds for the 2024 German Christmas Market.

Background:

Origination: Finance

Recommendation:

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

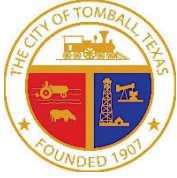
FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: 240-240-6356

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

Signed	<u>Bragg Farmer</u>	Approved by	_____
	Finance Director		City Manager
	9/6/2024		Date



City of Tomball Application for Use of Hotel Occupancy Tax

Application Date: 6/24/2024
Name of Organization/Business: Tomball Sister City
Street Address: PO Box 1131
City: Tomball State: TX Zip Code: 77377
Contact Name: Craig Bogner
Phone Number: 832-715-6291 Email: Craig@tomballgermanfest.org
Type of Organization/Business: Private/For-Profit Non-Profit

Purpose of organization/business: TO KEEP THE GERMAN CULTURE AND HERITAGE OF TOMBALL PAST
SUPPORT EXCHANGE STUDENTS FROM TELGTE GERMANY TOMBALL'S SISTER CITY.

Does your event/expenditure pass Part One of the statutory Hotel Occupancy Tax test listed below?

Defined specifically as directly enhancing and promoting tourism in Tomball and directly promoting the overnight accommodation industry in Tomball by increasing overnight stays.

Yes No

Does your event/expenditure pass Part Two of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one of more of the following categories?

Select all categories that apply.

- Establishment, improvement or maintenance of a convention or visitor center
- Administrative cost for facilitating convention registration
- Advertising, solicitations, and promotions that attracts tourists and delegates
- Encouragement, promotion, improvement, and application of the arts
- Historical restoration or preservation programs
- Signage directing tourists to attractions visited by hotel guests
- None of the above

Is this a new event/expenditure? Yes No

Name of the event/expenditure: Tomball German Christmas Market

Website address of event/expenditure: Tomballgermanfest.org

Date(s) of event/expenditure: Dec. 13,14,15 2024

Location of event/expenditure: 100,200,300,400 Blocks of Market

Description of event/expenditure: To keep the German culture and heritage.

Support exchange student program from our sister city in Telgte Germany

Estimated local attendees: 40K Estimated out of town attendees: 20K

If approved, how will the grant funds be used? _____

ADVERTISING, TENTS & CHAIRS GENERATORS & LIGHT TOWERS

How will you measure the impact of your event on local overnight accommodations? _____

ALL HOTELS FILL UP DURING FESTIVAL ACCORDING TO THE HOTEL AT THE CITY HOTEL MEETING,

Amount of funding requested: \$ 80K

Current operating budget for the event/expenditure: \$ 220K

Total funding dedicated to advertising/promotion of event/expenditure: \$ 30K

Organization's direct contribution to the operating and advertising budget: \$ 166K

Please indicate all promotion efforts your organization will utilize to alert visitors of the event/expenditure:


- | | | | |
|--|---|--|---|
| <input checked="" type="checkbox"/> Paid Advertising | <input checked="" type="checkbox"/> Radio | <input checked="" type="checkbox"/> Television | <input checked="" type="checkbox"/> Brochures |
| <input checked="" type="checkbox"/> Social Media | <input checked="" type="checkbox"/> Newspaper | <input checked="" type="checkbox"/> Online/Digital | <input checked="" type="checkbox"/> Press Release |

How do you intend to advertise or promote your event to gain overnight stays in Tomball? _____

During Application process a link is set up for Vendors to stay in Tomball Hotels.

Website has links to Hotels.

1. I have read the entire information in this application packet and understand and will comply with all provisions therein; and that I intend to use the grant for the event/expenditure to directly enhance and promote the tourism and hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.
2. I will abide by all relevant local, state, and federal laws/regulations regarding the use of Hotel Occupancy Tax.
3. I understand that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.
4. Applicant acknowledges that if grant funds are awarded, the event organizers agree to allow the financials of this event to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

Applicant Signature:  _____

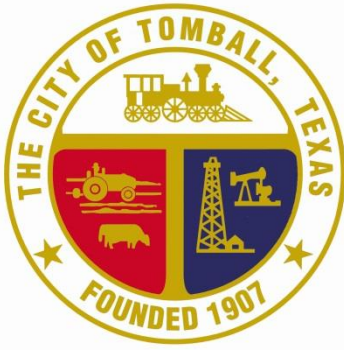
Applicant Name: Craig Bogner _____

Required Documents:

- Itemized budget of expenditures for grant funds
- Organization's most recent annual budget
- Organization's most recent financial statements – must be audited for grants exceeding \$100,000
- List of Board of Directors/Event Committee with contact information
- IRS Form W-9 – required if not currently on file with the City of Tomball
- Any other information that supports the request for funding

Please submit applications by email to finance@tomballtx.gov or mail/deliver to:

City of Tomball
Attn: Finance Dept.
501 James Street
Tomball, Texas 77375



**TOMBALL SISTER CITY
ORGANIZATION, INC.**

Tomball, Texas – Telgte, Germany
P.O. Box 1131
Tomball, Texas 77377



July 2024

Honorable Mayor and City Council

Re: Request for Support of the German Heritage Festival

The Tomball Sister City Organization, Inc. would like to continue the success of our Heritage Festival and bring thousands of visitors to Tomball this year. With this in mind, we respectfully request the following from our city:

(A) In-kind support for the 2024 TGCM, Dec.13,14,15 2025 TGHF March 28,29,30

1. Personnel:

Public Works:

Ten (10) employees for Friday night, 6:00 pm - 11:00 pm

Eleven (12) employees for Saturday, 8:00 am - 11:00 pm

Eleven (12) employees for Sunday, 8:00 am - 9:00 pm

Employees will need the use of gators for trash pick-up

Police Department:

Six (10) Officers for Friday, 5:00 pm - 11:00 pm

Six (10) Officers for Saturday, 9:00 am - 11:00 pm

Six (10) Officers for Sunday, 10:00 am - 6:00 pm

Three (3) Officers for Sunday night, 6:00 pm - 10:00 pm (for carnival area)

Fire Department:

Two (2) Firefighter/EMTs for Friday, 5:00 pm - 11:00 pm

Two (2) Firefighter/EMTs for Saturday, 9:00 am - 11:00 pm

Two (2) Firefighter/EMTs for Sunday, 10:00 am - 6:00 pm

1 Special Event Vehicle (Fire) for duration of event

2. Facilities

The use of the Community Center Friday, 10:00 am - 10:00 pm and Saturday, 8:00 am - 10:00 pm and Sunday, 8:00 am - 8:00 pm, and one (1) employee working these hours, also.

3. Supplies/Rentals:

Three (4) 40-yard roll-off, One (1) 30-yard roll-off, and Four (4) 8-yard dumpsters.

Seventy (70) trash barrels with 500 liners

Thirty (30) barricades, sixteen (16) traffic cones

Forty-Two (42) Jersey Barriers – Traffic safety & crowd protection

Two (2) City owned Generators & Light Towers

Fuel Top-off for Generators from City's Fuel supply

4. Street Closures:

We respectfully request permission to close the following City Streets:

12:00 noon, Thursday - 10:00 pm, Sunday:

- 100 Block S. Elm Street & Oak Street
- 100 - 200 – 300-400 Blocks of Market Street
- Intersection of Market & 200 Block S. Walnut

5:00 pm Friday until 10:00 pm Sunday: 100 Block Walnut (This is to give access to the Harris County Tax Office.)

We have also requested of Harris County that S. Cherry Street be closed 9:00 am Friday – 8:00 pm, Sunday.

We request the use of the Following. 5 PM Thursday (1) Heritage Plaza Parking Lot across from City Hall. (2) East end of Heritage Park (3) South lot of the Police Parking Lot. 5 PM Friday (4) Westside of parking lot next to city hall.

(B) Cash Request: Reimbursement, not to exceed 80 K as Approved by TAC Board.

(C) Transportation:

We request transportation for the off-site parking to the festival. 1 City shuttle service and 2 Drivers 30 minutes before start of festival and 30 minutes after close of festival on Saturday and Sunday.

Carnival Hours: Friday, 3:00 pm – 11:00 pm; Saturday, 10:00 am – 11:00 pm; Sunday, 10:00 am – 10:00 pm.

Sincerely,
Craig Bogner

Tomball Sister City Organization

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 21 2003**

THE TOMBALL SISTER CITY
ORGANIZATION
401 MARKET ST
TOMBALL, TX 77375

Employer Identification Number:
43-1991155
DLN:
403136001
Contact Person:
GIL STOREY ID# 52603
Contact Telephone Number:
(877) 829-5500
Internal Revenue Code
Section 501(c)(4)
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth

Letter 948 (DO/CG)

The Tomball Sister City Organization

Independent Accountants' Review Report and
Financial Statements for the Fiscal Year Ended September 30, 2023
(with comparative totals for 2022)



Tipton & Company
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors of
The Tomball Sister City Organization
Tomball, Texas

We have reviewed the accompanying financial statements of The Tomball Sister City Organization (a nonprofit organization), which comprise the statement of financial position as of September 30, 2023, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously reviewed The Tomball Sister City Organization's 2022 financial statements dated November 29, 2022. The summarized comparative information presented herein as of and for the year ended September 30, 2022, is consistent, in all material respects, with the reviewed financial statements from which it has been derived.

Tipton & Company LLC

Tipton & Company
Certified Public Accountants
Houston, Texas

May 23, 2024

The Tomball Sister City Organization

Statement of Financial Position

<i>As of September 30, (with comparative totals for 2022)</i>	2023	2022
Assets		
Cash and cash equivalents	\$ 215,218	\$ 255,692
Property and equipment, net	3,723	4,849
Total Assets	\$ 218,941	\$ 260,541
Liabilities and Net Assets		
Liabilities		
Deferred revenue	\$ 40,125	\$ 48,252
Accrued expenses	10,754	16,097
Total Liabilities	50,879	64,349
Net Assets		
Without donor restriction	168,062	196,192
Total Net Assets	168,062	196,192
Total Liabilities and Net Assets	\$ 218,941	\$ 260,541

See accompanying notes and independent accountants' review report.

The Tomball Sister City Organization

Statement of Activities

<i>Year ended September 30, (with comparative totals for 2022)</i>	2023	2022
	Total	Total
Without Donor Restrictions		
Public Support and Revenues		
Public Support		
Tomball German Heritage Festival grant	\$ 80,000	\$ 80,000
Tomball German Christmas Market grant	80,000	80,000
Revenue		
Tomball German Heritage Festival sponsorship and fees	183,202	173,510
Tomball German Christmas Market sponsorship and fees	161,058	137,555
Other income	268	190
Total Public Support and Revenues	504,528	471,255
Expenses		
Program Activities		
Tomball German Heritage Festival	211,373	190,584
Tomball German Christmas Market	212,337	188,635
Total Program Activities	423,710	379,219
Supporting Activities		
Management and general	61,065	52,087
Fundraising	47,883	37,990
Total Supporting Activities	108,948	90,077
Total Expenses	532,658	469,296
Change in Net Assets	(28,130)	1,959
Net Assets, Beginning of Year	196,192	194,233
Net Assets, End of Year	\$ 168,062	\$ 196,192

See accompanying notes and independent accountants' review report.

The Tomball Sister City Organization
Statement of Functional Expenses

Year ended September 30, <i>(with comparative totals for 2022)</i>	Program Activities			Supporting Activities			2023 Total	2022 Total
	Tomball German Heritage Festival	Tomball German Christmas Market	Total Program Activities	Management & General	Fundraising	Total Supporting Activities		
Salaries and related expenses								
Salaries and wages	\$ 12,471	\$ 12,471	\$ 24,942	\$ 14,965	\$ 9,977	\$ 24,942	\$ 49,884	\$ 49,300
Payroll taxes	992	992	1,984	1,190	793	1,983	3,967	3,771
Employee benefits	58	58	116	69	46	115	231	237
Total salaries and related expenses	13,521	13,521	27,042	16,224	10,816	27,040	54,082	53,308
Other Expenses								
Advertising	19,144	17,461	36,605	-	36,605	36,605	73,210	53,086
Auto	-	-	-	1,454	-	1,454	1,454	2,253
Depreciation	-	-	-	1,126	-	1,126	1,126	1,126
Distributors	93,588	105,903	199,491	-	-	-	199,491	179,562
Donations	-	-	-	3,861	-	3,861	3,861	1,000
Dues	-	-	-	5,257	-	5,257	5,257	5,104
Equipment rental	-	-	-	-	-	-	-	13,720
Exchange students	3,859	3,859	7,718	-	-	-	7,718	8,368
Hospitality	934	2,252	3,186	-	-	-	3,186	4,912
Insurance	-	-	-	7,670	-	7,670	7,670	8,088
Maintenance	-	-	-	2,023	-	2,023	2,023	750
Miscellaneous	-	265	265	3,030	-	3,030	3,295	2,932
Postage	-	-	-	235	-	235	235	256
Professional fees	-	-	-	5,000	-	5,000	5,000	-
Security	3,580	3,420	7,000	-	-	-	7,000	3,430
Service fees	478	478	956	884	382	1,266	2,222	2,054
Storage	-	-	-	1,246	-	1,246	1,246	2,036
Supplies	6,655	5,107	11,762	-	-	-	11,762	4,020
Taxes	101	101	202	121	80	201	403	2,064
Travel and entertainment	69,513	59,287	128,800	5,619	-	5,619	134,419	111,638
Utilities	-	-	-	6,143	-	6,143	6,143	5,619
Volunteers	-	683	683	-	-	-	683	500
Website	-	-	-	1,172	-	1,172	1,172	3,470
Total Other Expenses	197,852	198,816	396,668	44,841	37,067	81,908	478,576	415,988
Total Expenses	\$ 211,373	\$ 212,337	\$ 423,710	\$ 61,065	\$ 47,883	\$ 108,948	\$ 532,658	\$ 469,296

See accompanying notes and independent accountants' review report.

The Tomball Sister City Organization

Statement of Cash Flows

<i>Year ended September 30, (with comparative totals for 2022)</i>	2023	2022
Cash Flows from Operating Activities		
Change in Net Assets	\$ (28,130)	\$ 1,959
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation expense	1,126	1,126
Change in operating assets and liabilities:		
Deferred revenue	(8,127)	14,336
Accrued expenses	(5,343)	2,041
Total Adjustments	(12,344)	17,503
Net Change from Operating Activities	(40,474)	19,462
Net Change in Cash and Cash Equivalents	(40,474)	
Cash and Cash Equivalents, beginning of year	255,692	236,230
Cash and Cash Equivalents, end of year	\$ 215,218	\$ 255,692

See accompanying notes and independent accountants' review report.

The Tomball Sister City Organization

Notes to Financial Statements

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations – The Tomball Sister City Organization, (the Organization), is a nonprofit corporation founded in 2003 under the laws of the State of Texas for the purpose of the establishment, sponsorship, promotion and support of cultural, business, educational, diplomatic and other exchanges with Tomball's sister city – Telgte, Germany.

To this end the corporation endeavors to promote and heighten public interest in and appreciation of the culture, business, education, products, people or language of sister cities of the City of Tomball, Texas, and to develop programs and provide activities that highlight such culture, business, education, products, people or language, and to assist its members in the development of such programs and the provisions of such activities.

The following programs and services are supported by The Tomball Sister City Organization:

- *Tomball German Heritage Festival* – traditionally held in Tomball during the last weekend in March. It is a Music/Street festival celebrating German and ethnic heritage with four stages of live music entertainment, ethnic and festival food, beer, wine, street vendors, all kinds of German souvenirs and clothing, arts crafts, antiques, Heritage Center, German church service, fireworks, carnival, pony ride, petting zoo, strolling music makers, street performers, and much more.
- *Tomball German Christmas Market* – traditionally held in Tomball on the second weekend in December and includes live music and an open-air market. During this event, street vendors line Market and S. Walnut Streets, selling German Christmas items, arts and crafts, and much more. The event is sponsored by the City of Tomball, Tomball Sister City Organization, and German Heritage Festival.

Basis of Accounting – The financial statements of The Tomball Sister City Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Basis of Presentation – The Organization reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. Assets restricted solely through the actions of the Board of Directors are reported as net assets without donor restrictions, board-designated.

Net assets with donor restrictions are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or use for a purpose specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-restricted endowment earnings are released when those earnings are appropriated with spending policies and are used for the specified purpose.

Cash and Cash Equivalents – The Organization considers all monies in banks and highly liquid investments with maturities of three months or less from the date of purchase to be cash and cash equivalents. The carrying values

The Tomball Sister City Organization

Notes to Financial Statements

of any cash and cash equivalents are deemed to approximate their fair values because of the short maturities of those financial instruments.

Property and Equipment – Property and equipment are stated at cost or fair value at date of donation. Depreciation is provided using the straight-line method over the estimated useful lives of the assets as follows:

Computers	2 years
Trailers	5 - 15 years

Additions and betterments of \$2,500 or more are capitalized, while maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

Property and equipment are reviewed for impairment if the use of the asset significantly changes or another indicator of possible impairment is noted. If the carrying amount for the asset is not recoverable, the value is written down to the asset's fair value.

Grants – Grants are recognized when cash, or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met or the donor has explicitly released the condition.

Contributed Nonfinancial Assets – Contributed nonfinancial assets are recognized as contributions at fair value when an unconditional commitment is received from the donor. The related expense is recognized as the item is used. Contributed services are recognized as support at their estimated fair value only when the services received create or enhance nonfinancial assets or require specialized skills possessed by the individuals providing the service, and the service would typically need to be purchased if not donated.

Deferred Revenue – Fees charged to vendors participating in the Christmas Market which are received prior to a fiscal year-end but which relate to the following fiscal year are deferred and recognized as revenue in that following fiscal year, once the Christmas Market is held.

Revenue Recognition – Revenue is recognized when earned. Heritage Festival and Christmas Market sponsorship and fees revenue are deferred to the applicable period in which the related event is held.

Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. The significant estimates included in the financial statements are the estimates of useful lives used for depreciating property and equipment items.

Functional Allocation of Expense – The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The Organization allocates these expenses based on time and effort. Expenses that can be identified with a specific program or supporting service are allocated directly according to their natural expenditure classification.

Income Taxes – The Organization is a nonprofit corporation that is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code (“Code”) and comparable State law, and contributions to it are tax deductible within the limitations prescribed by the Code. The Organization did not conduct any unrelated

The Tomball Sister City Organization

Notes to Financial Statements

business activities in the current fiscal year. Therefore, the Organization has made no provision for federal income taxes in the accompanying financial statements.

The Organization applies the provisions of FASB ASC Topic 740, *Income Taxes*, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Topic 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosures and transition.

The Organization believes that it has appropriate support for any tax positions taken, and as such, does not have any uncertain tax positions that are material to the financial statements.

Advertising – Advertising costs are expensed as incurred. Advertising expense for the year ended September 30, 2023 and 2022 was \$73,210 and \$53,086, respectively.

NOTE 2 – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of September 30, 2023, are comprised of cash and cash equivalents amounting to \$215,218.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing program activities, as well as the conduct of services undertaken to support those activities, to be general expenditures.

The Organization is primarily funded by grants and festival revenue. The Organization has a goal to maintain financial assets on hand to meet two festivals' operating expenses, which are, on average, approximately \$100,000. The majority of the funds needed to meet the festival operating expenses is maintained in a savings account with Amegy Bank.

NOTE 3 – CONCENTRATIONS

The Organization maintains cash balances at one financial institution located in Texas. The accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At September 30, 2023 and 2022, the Organization had no uninsured balances.

For the year ended September 30, 2023, one grantor accounted for thirty-one percent (31%) of total public support and revenue. For the year ended September 30, 2022, one grantor accounted for thirty-four percent (34%) of total public support and revenue.

The Organization also conducts its operations solely in the Tomball area, and, therefore, is subject to risks from changes in local economic conditions. A downturn in the local economy could cause a decrease in grants and negatively impact festival revenues.

The Tomball Sister City Organization

Notes to Financial Statements

NOTE 4 – PROPERTY AND EQUIPMENT

As of September 30, 2023 and 2022, property and equipment consist of the following:

	2023	2022
Computers	\$3,357	\$3,357
Trailers	8,248	8,248
Subtotal property and equipment	11,605	11,605
Less: accumulated depreciation	(7,882)	(6,756)
Total property and equipment, net	\$3,723	\$4,849

Depreciation expense for the years ended September 30, 2023 and 2022 was \$1,126 in both years.

NOTE 5 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 23, 2024, the date the financial statements were available to be issued. No additional events were identified that are required to be disclosed or would have a material impact on reported net assets or changes in net assets.

The Tomball Sister Cities Organization

Budget Overview: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL
Income	
TGCM Income	80,000.00
Festival	60,000.00
Sponsors	20,000.00
Vendors	100,000.00
Total TGCM Income	260,000.00
TGHF Income	80,000.00
Festival	60,000.00
Sponsors	20,000.00
Vendors	100,000.00
Total TGHF Income	260,000.00
Total Income	\$520,000.00
GROSS PROFIT	\$520,000.00
Expenses	
Payroll	
Payroll Service Fee	2,000.00
Payroll Tax Expenses	4,000.00
Salary and Wages	49,000.00
Workers Compensation	237.00
Total Payroll	55,237.00
TGCM Expenses	2,500.00
Advertising	30,000.00
Distributors	80,000.00
Buses	5,000.00
Porta Potties	4,800.00
Total Distributors	89,800.00
Entertainment	
Entertainers	50,000.00
Hotels	6,000.00
Total Entertainment	56,000.00
Security	2,500.00
Total TGCM Expenses	180,800.00
TGHF Expenses	
Advertising	30,000.00
Distributors	80,000.00
Buses	55,000.00
Porta Potties	5,000.00
Total Distributors	140,000.00
Entertainment	4,500.00
Entertainers	42,000.00
Hotels	6,300.00
Total Entertainment	52,800.00

	TOTAL
Equipment Rental	15,000.00
Hospitality	1,700.00
Insurance	1,300.00
Security	2,200.00
Volunteers	500.00
Total TGHF Expenses	243,500.00
Total Expenses	\$479,537.00
NET OPERATING INCOME	\$40,463.00
NET INCOME	\$40,463.00

Tomball Sister City Organization, Inc.
P. O. Box 1131, Tomball, TX 77377
AS OF 9-11-2023

Officers and Board of Directors

NAME & ADDRESS	PHONE	EMAIL	TERM EXPIRES
Grady Martin, Chair 8118 Spring Stuebner Road Spring, Texas 77379	713-829-7116	gradsand@yahoo.com	2024
Kit Pfeiffer, Vice Chair 31214 Helen Lane Tomball, Texas 77375	281-460-7630	kitpfeiffer@yahoo.com	2024
Sandra Martin 8118 Spring Stuebner Road Spring, Texas 77379	713-829-0313	gradsand@yahoo.com	2024
Craig Bogner Treasurer, General Manager 31226 Antonia Lane Tomball, Texas 77375	832-715-6291	craigbogner@gmail.com craig@tomballgermanfest.org	2026
Amy Mason 26003 Di-jon Tomball, Texas 77377	713-412-1882	amyamason@yahoo.com	2025
Elizabeth Barnett, Secretary 2 Blue Bungalow Drive Spring, Texas 77389	281-900-8663	ebarnett@houstonmethodist.org	2025
Sonja Love 11907 Julia Lane Magnolia, Texas 77354	832-236-5412	larry.sonja@sbcglobal.net	2024
Wesley Burke 11918 Painted Canyon Dr. Tomball, Texas 77377	832-347-0699	wesleyjburke.com	2026
Nora Stovall 307 Florence Street Tomball, Texas 77375	281-541-1449	norastovall@sbcglobal.net	2026
Shawn Mason 26003 Di-jon Tomball, Texas 77377	281-799-9292	shama_go14@yahoo.com	2024
Mark Barnett 2 Blue Bungalow Drive Spring, Texas 77389	832-326-8141	mjbarnett76@yahoo.com	2025
Klaus Rotermund 18915 Ayston Drive Tomball, Texas 77375	832-594-6258	klaro10@att.net	2025

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Tomball Sister City Org

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

C Corporation

S Corporation

Partnership

Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 1

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 1311

6 City, state, and ZIP code
TOMBALL TX 77377

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

4	3		-	1	9	9	1	1	5	5
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► CBoq Date ► 7/10/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments.

You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

City Council Meeting Agenda Item Data Sheet

Meeting Date: October 21, 2024

Topic:

Consideration of Application from the Tomball Sister City Organization for use of FY 2024-2025 Hotel Occupancy Tax Funds for the 2025 German Heritage Festival.

Background:

Origination: Finance

Recommendation:

Party(ies) responsible for placing this item on agenda: Sueanne Larson, Finance Manager

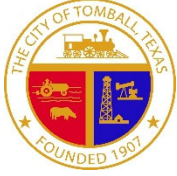
FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: 240-240-6356

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

Signed	<u>Bragg Farmer</u>	Approved by	_____
	Finance Director		City Manager
			Date
			<u>9/6/2024</u>



City of Tomball Application for Use of Hotel Occupancy Tax

Application Date: 6/24/2024
Name of Organization/Business: Tomball Sister City
Street Address: PO Box 1131
City: Tomball State: TX Zip Code: 77377
Contact Name: Craig Bogner
Phone Number: 832-715-6291 Email: Craig@tomballgermanfest.org
Type of Organization/Business: Private/For-Profit Non-Profit
Purpose of organization/business: TO KEEP THE GERMAN CULTURE AND HERITAGE OF TOMBALL PAST
SUPPORT EXCHANGE STUDENTS FROM TELGTE GERMANY TOMBALLS SISTER CITY.

Does your event/expenditure pass Part One of the statutory Hotel Occupancy Tax test listed below?

Defined specifically as directly enhancing and promoting tourism in Tomball and directly promoting the overnight accommodation industry in Tomball by increasing overnight stays.

Yes No

Does your event/expenditure pass Part Two of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one of more of the following categories?

Select all categories that apply.

- Establishment, improvement or maintenance of a convention or visitor center
- Administrative cost for facilitating convention registration
- Advertising, solicitations, and promotions that attracts tourists and delegates
- Encouragement, promotion, improvement, and application of the arts
- Historical restoration or preservation programs
- Signage directing tourists to attractions visited by hotel guests
- None of the above

Is this a new event/expenditure? Yes No

Name of the event/expenditure: Tomball German Festivals

Website address of event/expenditure: Tomballgermanfest.org

Date(s) of event/expenditure: Dec. 13,14,15 2024 March 28,29,30 2025

Location of event/expenditure: 100,200,300,400 Blocks of Market

Description of event/expenditure: _____

To keep the German culture and heritage.

Support exchange student program from our sister city in Telgte Germany.

Estimated local attendees: 40K Estimated out of town attendees: 20K

If approved, how will the grant funds be used? _____

ADVERTISING, TENTS & CHAIRS GENERATORS & LIGHT TOWERS

How will you measure the impact of your event on local overnight accommodations? _____

ALL HOTELS FILL UP DURING FESTIVAL ACCORDING TO THE HOTEL AT THE CITY HOTEL MEETING,

Amount of funding requested: \$ 80K Per Festival

Current operating budget for the event/expenditure: \$ 220K per

Total funding dedicated to advertising/promotion of event/expenditure: \$ 30K

Organization's direct contribution to the operating and advertising budget: \$ 166K

Please indicate all promotion efforts your organization will utilize to alert visitors of the event/expenditure:

Paid Advertising

Radio

Television

Brochures

Social Media

Newspaper

Online/Digital


Press Release

How do you intend to advertise or promote your event to gain overnight stays in Tomball? _____

During Application process a link is set up for Vendors to stay in Tomball Hotels.

Website has links to Hotels.

1. I have read the entire information in this application packet and understand and will comply with all provisions therein; and that I intend to use the grant for the event/expenditure to directly enhance and promote the tourism and hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.
2. I will abide by all relevant local, state, and federal laws/regulations regarding the use of Hotel Occupancy Tax.
3. I understand that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.
4. Applicant acknowledges that if grant funds are awarded, the event organizers agree to allow the financials of this event to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

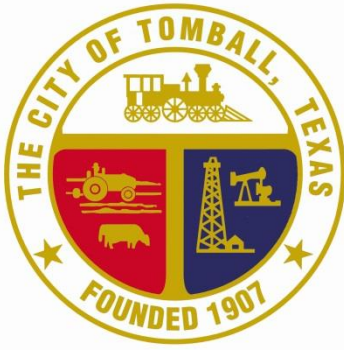
Applicant Signature:  _____
Applicant Name: Craig Bogner

Required Documents:

- Itemized budget of expenditures for grant funds
- Organization's most recent annual budget
- Organization's most recent financial statements – must be audited for grants exceeding \$100,000
- List of Board of Directors/Event Committee with contact information
- IRS Form W-9 – required if not currently on file with the City of Tomball
- Any other information that supports the request for funding

Please submit applications by email to finance@tomballtx.gov or mail/deliver to:

City of Tomball
Attn: Finance Dept.
501 James Street
Tomball, Texas 77375



**TOMBALL SISTER CITY
ORGANIZATION, INC.**

Tomball, Texas – Telgte, Germany
P.O. Box 1131
Tomball, Texas 77377



July 2024

Honorable Mayor and City Council

Re: Request for Support of the German Heritage Festival

The Tomball Sister City Organization, Inc. would like to continue the success of our Heritage Festival and bring thousands of visitors to Tomball this year. With this in mind, we respectfully request the following from our city:

(A) In-kind support for the 2024 TGCM, Dec.13,14,15 2025 TGHF March 28,29,30

1. Personnel:

Public Works:

Ten (10) employees for Friday night, 6:00 pm - 11:00 pm

Eleven (12) employees for Saturday, 8:00 am - 11:00 pm

Eleven (12) employees for Sunday, 8:00 am - 9:00 pm

Employees will need the use of gators for trash pick-up

Police Department:

Six (10) Officers for Friday, 5:00 pm - 11:00 pm

Six (10) Officers for Saturday, 9:00 am - 11:00 pm

Six (10) Officers for Sunday, 10:00 am - 6:00 pm

Three (3) Officers for Sunday night, 6:00 pm - 10:00 pm (for carnival area)

Fire Department:

Two (2) Firefighter/EMTs for Friday, 5:00 pm - 11:00 pm

Two (2) Firefighter/EMTs for Saturday, 9:00 am - 11:00 pm

Two (2) Firefighter/EMTs for Sunday, 10:00 am - 6:00 pm

1 Special Event Vehicle (Fire) for duration of event

2. Facilities

The use of the Community Center Friday, 10:00 am - 10:00 pm and Saturday, 8:00 am - 10:00 pm and Sunday, 8:00 am - 8:00 pm, and one (1) employee working these hours, also.

3. Supplies/Rentals:

Three (4) 40-yard roll-off, One (1) 30-yard roll-off, and Four (4) 8-yard dumpsters.

Seventy (70) trash barrels with 500 liners

Thirty (30) barricades, sixteen (16) traffic cones

Forty-Two (42) Jersey Barriers – Traffic safety & crowd protection

Two (2) City owned Generators & Light Towers

Fuel Top-off for Generators from City's Fuel supply

4. Street Closures:

We respectfully request permission to close the following City Streets:

12:00 noon, Thursday - 10:00 pm, Sunday:

- 100 Block S. Elm Street & Oak Street
- 100 - 200 – 300-400 Blocks of Market Street
- Intersection of Market & 200 Block S. Walnut

5:00 pm Friday until 10:00 pm Sunday: 100 Block Walnut (This is to give access to the Harris County Tax Office.)

We have also requested of Harris County that S. Cherry Street be closed 9:00 am Friday – 8:00 pm, Sunday.

We request the use of the Following. 5 PM Thursday (1) Heritage Plaza Parking Lot across from City Hall. (2) East end of Heritage Park (3) South lot of the Police Parking Lot. 5 PM Friday (4) Westside of parking lot next to city hall.

(B) Cash Request: Reimbursement, not to exceed 80 K as Approved by TAC Board.

(C) Transportation:

We request transportation for the off-site parking to the festival. 1 City shuttle service and 2 Drivers 30 minutes before start of festival and 30 minutes after close of festival on Saturday and Sunday.

Carnival Hours: Friday, 3:00 pm – 11:00 pm; Saturday, 10:00 am – 11:00 pm; Sunday, 10:00 am – 10:00 pm.

Sincerely,
Craig Bogner

Tomball Sister City Organization

The Tomball Sister Cities Organization

Budget Overview: Budget_FY24_P&L - FY24 P&L

October 2023 - September 2024

	TOTAL
Income	
TGCM Income	80,000.00
Festival	60,000.00
Sponsors	20,000.00
Vendors	100,000.00
Total TGCM Income	260,000.00
TGHF Income	80,000.00
Festival	60,000.00
Sponsors	20,000.00
Vendors	100,000.00
Total TGHF Income	260,000.00
Total Income	\$520,000.00
GROSS PROFIT	\$520,000.00
Expenses	
Payroll	
Payroll Service Fee	2,000.00
Payroll Tax Expenses	4,000.00
Salary and Wages	49,000.00
Workers Compensation	237.00
Total Payroll	55,237.00
TGCM Expenses	2,500.00
Advertising	30,000.00
Distributors	80,000.00
Buses	5,000.00
Porta Potties	4,800.00
Total Distributors	89,800.00
Entertainment	
Entertainers	50,000.00
Hotels	6,000.00
Total Entertainment	56,000.00
Security	2,500.00
Total TGCM Expenses	180,800.00
TGHF Expenses	
Advertising	30,000.00
Distributors	80,000.00
Buses	55,000.00
Porta Potties	5,000.00
Total Distributors	140,000.00
Entertainment	4,500.00
Entertainers	42,000.00
Hotels	6,300.00
Total Entertainment	52,800.00

	TOTAL
Equipment Rental	15,000.00
Hospitality	1,700.00
Insurance	1,300.00
Security	2,200.00
Volunteers	500.00
Total TGHF Expenses	243,500.00
Total Expenses	\$479,537.00
NET OPERATING INCOME	\$40,463.00
NET INCOME	\$40,463.00

Tomball Sister City Organization, Inc.
P. O. Box 1131, Tomball, TX 77377
AS OF 9-11-2023

Officers and Board of Directors

NAME & ADDRESS	PHONE	EMAIL	TERM EXPIRES
Grady Martin, Chair 8118 Spring Stuebner Road Spring, Texas 77379	713-829-7116	gradsand@yahoo.com	2024
Kit Pfeiffer, Vice Chair 31214 Helen Lane Tomball, Texas 77375	281-460-7630	kitpfeiffer@yahoo.com	2024
Sandra Martin 8118 Spring Stuebner Road Spring, Texas 77379	713-829-0313	gradsand@yahoo.com	2024
Craig Bogner Treasurer, General Manager 31226 Antonia Lane Tomball, Texas 77375	832-715-6291	craigbogner@gmail.com craig@tomballgermanfest.org	2026
Amy Mason 26003 Di-jon Tomball, Texas 77377	713-412-1882	amyamason@yahoo.com	2025
Elizabeth Barnett, Secretary 2 Blue Bungalow Drive Spring, Texas 77389	281-900-8663	ebarnett@houstonmethodist.org	2025
Sonja Love 11907 Julia Lane Magnolia, Texas 77354	832-236-5412	larry.sonja@sbcglobal.net	2024
Wesley Burke 11918 Painted Canyon Dr. Tomball, Texas 77377	832-347-0699	wesleyjburke.com	2026
Nora Stovall 307 Florence Street Tomball, Texas 77375	281-541-1449	norastovall@sbcglobal.net	2026
Shawn Mason 26003 Di-jon Tomball, Texas 77377	281-799-9292	shama_go14@yahoo.com	2024
Mark Barnett 2 Blue Bungalow Drive Spring, Texas 77389	832-326-8141	mjbarnett76@yahoo.com	2025
Klaus Rotermund 18915 Ayston Drive Tomball, Texas 77375	832-594-6258	klaro10@att.net	2025

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Tomball Sister City Org		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) <u>1</u>
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 1311		Requester's name and address (optional)
6 City, state, and ZIP code TOMBALL TX 77377			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	3	-	1	9	9	1	1	5	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <u>CBoq</u>	Date ▶ <u>7/10/2023</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The Tomball Sister Cities Organization

Expenses by Vendor Summary

October 1, 2023 - June 24, 2024

	TOTAL
A Gene Hackemack	1,085.00
Acme Party & Tent	82,296.76
Alex Meixner Music LLC	21,000.00
Allison Crowson	600.00
Allstate	1,084.94
AlpenMusikanten	4,500.00
AM Talent Management LLC	3,625.00
Amazon	2,037.19
Amegy Bank	367.75
American Airlines	2,464.84
AT&T	512.64
Bayou City Sound	29,000.00
Berlin Food Factory	3,000.00
Brandon Brooks	320.00
Brazoswood High School National German Honor Society	750.00
Brenda Bauske	1,300.00
Briena Mehr	300.00
Bruce Mckinzy	0.00
Bryan Eyring	1,400.00
BRYAN Hill	320.00
Buffalo Wild Wings	114.25
Captain Brads Coastal	133.46
Carlos Palos	0.00
Carlos Sandoval	320.00
CAROLYN ARRINGTON	300.00
Charlie Bubenik	400.00
Chili's	133.30
CHRIS RYBAK	10,000.00
Circle K	57.97
Cirque La Vie	5,200.00
City Of Tomball	825.87
Class Act Productions	300.00
CLOGGERS UNLIMITED	200.00
Cody Crutchfield	320.00
Cody Landsum	560.00
Comcast	631.71
Community Impact Newspapers	9,043.23
ConstantContact	72.81
Craig Bogner	29,818.78
Dairy Queen	14.38
Das Fenster	600.00
Das Ist Lustig LLC	4,500.00
David Galindo	260.00
David Hauer	320.00
Dennis Koehler	1,600.00

	TOTAL
Denny's	869.39
Derek Townsend	320.00
Derrick Townsend	320.00
Dollar Tree	228.59
Domino's Pizza	285.62
Dominos	65.32
ECHO AFC Transportation	17,462.15
Edward Moers	0.00
Ella Broussard	875.00
Erik Rathkamp	1,600.00
Every-Bellies	96.04
Exxon	408.99
Facebook	3,390.00
Fayetteville Chamber Music	1,400.00
Garold Harver	240.00
German-American Society Inc	500.00
Glen Renfro	500.00
Golden Corral	32.62
H.E.B.	1,442.53
Hamptons Inn	13,650.24
Heather Lee	1,337.00
HEB	221.88
Heidi Hoth	1,150.00
Home Depot	204.60
Houston Zoo	142.25
Howw Manufacturing	432.12
IHOP	177.71
Intuit	105.23
Isaak Klaus Music	1,600.00
ISAAK WOLFSHOHL	2,000.00
Jason Mikulenska	2,395.00
Jeffrey Bert	320.00
Jessica Payton	320.00
Jonathan Valdez	200.00
Keith Ferguson	680.00
Kevin Garner	200.00
Kevin Hatcher	1,300.00
King Dollars	88.00
Kingwood High School	300.00
Krogers	701.97
KRXT-FM Rockdale	330.00
KULP RADIO	190.00
KWIK KOPY	3,489.97
Kyle Witty	2,136.86
Lakeshore Bookkeeping LLC	600.00
Lashondrick Davis	600.00
Lil Wranglers	400.00
Little Caesars Pizza	201.40
Lori Wisian-Brooke	1,500.00
Loves Country	97.72
Lowe's	559.87

	TOTAL
LYNN MARIE	8,000.00
Mark Riggs	2,750.00
McAfee Intel Security	97.41
Megan Tousignant	1,200.00
Melissa Guizar	1,900.00
Michael Seufert	1,000.00
Microsoft	0.00
MIKE STROUP	0.00
Montoya Jones	480.00
Morgan Ruysenaavs	1,850.20
Murphy Oil	104.76
My Attic	318.00
Office Depot	107.96
Original Rib Tickler	270.00
OTHS German Club	300.00
Outsmart Media	1,500.00
Panda Express	27.60
Paychex	1,086.30
Paychex WC	147.90
Pecos Grill	451.38
PECOS MESQUITE STEAK HOUSE	222.65
PEDRAZA MAGDALENA	1,296.98
Phillips Cleaning Service	2,774.67
Prime Video	33.51
Raising Canes	39.96
Randy Adams	7,400.00
Raymond Francois	139.83
Rebecca Huck	1,000.00
Richard Gibson	500.00
Robert K Suttie	400.00
Robert Pelton	560.00
ROBERT SUTTIE	1,600.00
Ross	22.71
Rotary Club	300.00
Rudy Cano JR	0.00
Ryan Flannlly	240.00
Sam's Club	1,253.51
Scandinavian Folk Dancers of Houston Inc.	200.00
Scott Greiger	300.00
Shell Oil	252.45
Shelly Wilson	720.00
Smooth Move Services	9,600.00
Snow Flake	160.78
Space Center Houston	104.85
Sunoco	66.91
Super Yummy	35.18
SwaggieScript	450.00
T-Mobile	719.49
Taste of Asia	32.11
Texaco	55.94
Texas Roadhouse	62.29

	TOTAL
THE HOUSTON CHRONICLE	10,825.00
Thomas Dean Electric	13,230.08
Thomas Helton	1,750.00
TMHS German Club	500.00
Tomball Area Chamber	1,223.00
Tomball High School Band	100.00
Tomball Rotary	200.00
Tony Swonke	3,100.00
TopGolf	136.71
Tractor Supply	467.55
Tunisia Miller	240.00
TWHS Theater Booster Club	450.00
United Airlines	1,273.30
United Rentals	44,055.38
United Site Services	1,364.90
Universal Fence	1,200.00
USPS	293.35
Valarie Witte	4,754.80
VERIZON	1,306.42
VIVIKKA MENDEZ	942.50
W.A. Wijnberg	500.00
Walburg Investment Group LLC	3,000.00
Walmart	273.26
Whataburger	34.82
Whitney High School German Club	1,000.00
Willowbrook Utility Vehicles	3,500.00
Yellow Rose Cloggers	0.00
Zachary Brown	1,900.00
Not Specified	33,689.27
TOTAL	\$472,803.62

The Tomball Sister City Organization

Independent Accountants' Review Report and
Financial Statements for the Fiscal Year Ended September 30, 2023
(with comparative totals for 2022)



Tipton & Company
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors of
The Tomball Sister City Organization
Tomball, Texas

We have reviewed the accompanying financial statements of The Tomball Sister City Organization (a nonprofit organization), which comprise the statement of financial position as of September 30, 2023, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously reviewed The Tomball Sister City Organization's 2022 financial statements dated November 29, 2022. The summarized comparative information presented herein as of and for the year ended September 30, 2022, is consistent, in all material respects, with the reviewed financial statements from which it has been derived.

Tipton & Company LLC

Tipton & Company
Certified Public Accountants
Houston, Texas

May 23, 2024

The Tomball Sister City Organization

Statement of Financial Position

<i>As of September 30, (with comparative totals for 2022)</i>	2023	2022
Assets		
Cash and cash equivalents	\$ 215,218	\$ 255,692
Property and equipment, net	3,723	4,849
Total Assets	\$ 218,941	\$ 260,541
Liabilities and Net Assets		
Liabilities		
Deferred revenue	\$ 40,125	\$ 48,252
Accrued expenses	10,754	16,097
Total Liabilities	50,879	64,349
Net Assets		
Without donor restriction	168,062	196,192
Total Net Assets	168,062	196,192
Total Liabilities and Net Assets	\$ 218,941	\$ 260,541

See accompanying notes and independent accountants' review report.

The Tomball Sister City Organization

Statement of Activities

<i>Year ended September 30, (with comparative totals for 2022)</i>	2023	2022
	Total	Total
Without Donor Restrictions		
Public Support and Revenues		
Public Support		
Tomball German Heritage Festival grant	\$ 80,000	\$ 80,000
Tomball German Christmas Market grant	80,000	80,000
Revenue		
Tomball German Heritage Festival sponsorship and fees	183,202	173,510
Tomball German Christmas Market sponsorship and fees	161,058	137,555
Other income	268	190
Total Public Support and Revenues	504,528	471,255
Expenses		
Program Activities		
Tomball German Heritage Festival	211,373	190,584
Tomball German Christmas Market	212,337	188,635
Total Program Activities	423,710	379,219
Supporting Activities		
Management and general	61,065	52,087
Fundraising	47,883	37,990
Total Supporting Activities	108,948	90,077
Total Expenses	532,658	469,296
Change in Net Assets	(28,130)	1,959
Net Assets, Beginning of Year	196,192	194,233
Net Assets, End of Year	\$ 168,062	\$ 196,192

See accompanying notes and independent accountants' review report.

The Tomball Sister City Organization
Statement of Functional Expenses

Year ended September 30, <i>(with comparative totals for 2022)</i>	Program Activities			Supporting Activities			2023 Total	2022 Total
	Tomball German Heritage Festival	Tomball German Christmas Market	Total Program Activities	Management & General	Fundraising	Total Supporting Activities		
	\$	\$	\$	\$	\$	\$		
Salaries and related expenses								
Salaries and wages	12,471	12,471	24,942	14,965	9,977	24,942	49,884	49,300
Payroll taxes	992	992	1,984	1,190	793	1,983	3,967	3,771
Employee benefits	58	58	116	69	46	115	231	237
Total salaries and related expenses	13,521	13,521	27,042	16,224	10,816	27,040	54,082	53,308
Other Expenses								
Advertising	19,144	17,461	36,605	-	36,605	36,605	73,210	53,086
Auto	-	-	-	1,454	-	1,454	1,454	2,253
Depreciation	-	-	-	1,126	-	1,126	1,126	1,126
Distributors	93,588	105,903	199,491	-	-	-	199,491	179,562
Donations	-	-	-	3,861	-	3,861	3,861	1,000
Dues	-	-	-	5,257	-	5,257	5,257	5,104
Equipment rental	-	-	-	-	-	-	-	13,720
Exchange students	3,859	3,859	7,718	-	-	-	7,718	8,368
Hospitality	934	2,252	3,186	-	-	-	3,186	4,912
Insurance	-	-	-	7,670	-	7,670	7,670	8,088
Maintenance	-	-	-	2,023	-	2,023	2,023	750
Miscellaneous	-	265	265	3,030	-	3,030	3,295	2,932
Postage	-	-	-	235	-	235	235	256
Professional fees	-	-	-	5,000	-	5,000	5,000	-
Security	3,580	3,420	7,000	-	-	-	7,000	3,430
Service fees	478	478	956	884	382	1,266	2,222	2,054
Storage	-	-	-	1,246	-	1,246	1,246	2,036
Supplies	6,655	5,107	11,762	-	-	-	11,762	4,020
Taxes	101	101	202	121	80	201	403	2,064
Travel and entertainment	69,513	59,287	128,800	5,619	-	5,619	134,419	111,638
Utilities	-	-	-	6,143	-	6,143	6,143	5,619
Volunteers	-	683	683	-	-	-	683	500
Website	-	-	-	1,172	-	1,172	1,172	3,470
Total Other Expenses	197,852	198,816	396,668	44,841	37,067	81,908	478,576	415,988
Total Expenses	\$ 211,373	\$ 212,337	\$ 423,710	\$ 61,065	\$ 47,883	\$ 108,948	\$ 532,658	\$ 469,296

See accompanying notes and independent accountants' review report.

The Tomball Sister City Organization

Statement of Cash Flows

<i>Year ended September 30, (with comparative totals for 2022)</i>	2023	2022
Cash Flows from Operating Activities		
Change in Net Assets	\$ (28,130)	\$ 1,959
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation expense	1,126	1,126
Change in operating assets and liabilities:		
Deferred revenue	(8,127)	14,336
Accrued expenses	(5,343)	2,041
Total Adjustments	(12,344)	17,503
Net Change from Operating Activities	(40,474)	19,462
Net Change in Cash and Cash Equivalents	(40,474)	
Cash and Cash Equivalents, beginning of year	255,692	236,230
Cash and Cash Equivalents, end of year	\$ 215,218	\$ 255,692

See accompanying notes and independent accountants' review report.

The Tomball Sister City Organization

Notes to Financial Statements

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations – The Tomball Sister City Organization, (the Organization), is a nonprofit corporation founded in 2003 under the laws of the State of Texas for the purpose of the establishment, sponsorship, promotion and support of cultural, business, educational, diplomatic and other exchanges with Tomball's sister city – Telgte, Germany.

To this end the corporation endeavors to promote and heighten public interest in and appreciation of the culture, business, education, products, people or language of sister cities of the City of Tomball, Texas, and to develop programs and provide activities that highlight such culture, business, education, products, people or language, and to assist its members in the development of such programs and the provisions of such activities.

The following programs and services are supported by The Tomball Sister City Organization:

- *Tomball German Heritage Festival* – traditionally held in Tomball during the last weekend in March. It is a Music/Street festival celebrating German and ethnic heritage with four stages of live music entertainment, ethnic and festival food, beer, wine, street vendors, all kinds of German souvenirs and clothing, arts crafts, antiques, Heritage Center, German church service, fireworks, carnival, pony ride, petting zoo, strolling music makers, street performers, and much more.
- *Tomball German Christmas Market* – traditionally held in Tomball on the second weekend in December and includes live music and an open-air market. During this event, street vendors line Market and S. Walnut Streets, selling German Christmas items, arts and crafts, and much more. The event is sponsored by the City of Tomball, Tomball Sister City Organization, and German Heritage Festival.

Basis of Accounting – The financial statements of The Tomball Sister City Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Basis of Presentation – The Organization reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. Assets restricted solely through the actions of the Board of Directors are reported as net assets without donor restrictions, board-designated.

Net assets with donor restrictions are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or use for a purpose specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-restricted endowment earnings are released when those earnings are appropriated with spending policies and are used for the specified purpose.

Cash and Cash Equivalents – The Organization considers all monies in banks and highly liquid investments with maturities of three months or less from the date of purchase to be cash and cash equivalents. The carrying values

The Tomball Sister City Organization

Notes to Financial Statements

of any cash and cash equivalents are deemed to approximate their fair values because of the short maturities of those financial instruments.

Property and Equipment – Property and equipment are stated at cost or fair value at date of donation. Depreciation is provided using the straight-line method over the estimated useful lives of the assets as follows:

Computers	2 years
Trailers	5 - 15 years

Additions and betterments of \$2,500 or more are capitalized, while maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

Property and equipment are reviewed for impairment if the use of the asset significantly changes or another indicator of possible impairment is noted. If the carrying amount for the asset is not recoverable, the value is written down to the asset's fair value.

Grants – Grants are recognized when cash, or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met or the donor has explicitly released the condition.

Contributed Nonfinancial Assets – Contributed nonfinancial assets are recognized as contributions at fair value when an unconditional commitment is received from the donor. The related expense is recognized as the item is used. Contributed services are recognized as support at their estimated fair value only when the services received create or enhance nonfinancial assets or require specialized skills possessed by the individuals providing the service, and the service would typically need to be purchased if not donated.

Deferred Revenue – Fees charged to vendors participating in the Christmas Market which are received prior to a fiscal year-end but which relate to the following fiscal year are deferred and recognized as revenue in that following fiscal year, once the Christmas Market is held.

Revenue Recognition – Revenue is recognized when earned. Heritage Festival and Christmas Market sponsorship and fees revenue are deferred to the applicable period in which the related event is held.

Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. The significant estimates included in the financial statements are the estimates of useful lives used for depreciating property and equipment items.

Functional Allocation of Expense – The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The Organization allocates these expenses based on time and effort. Expenses that can be identified with a specific program or supporting service are allocated directly according to their natural expenditure classification.

Income Taxes – The Organization is a nonprofit corporation that is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code ("Code") and comparable State law, and contributions to it are tax deductible within the limitations prescribed by the Code. The Organization did not conduct any unrelated

The Tomball Sister City Organization

Notes to Financial Statements

business activities in the current fiscal year. Therefore, the Organization has made no provision for federal income taxes in the accompanying financial statements.

The Organization applies the provisions of FASB ASC Topic 740, *Income Taxes*, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Topic 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosures and transition.

The Organization believes that it has appropriate support for any tax positions taken, and as such, does not have any uncertain tax positions that are material to the financial statements.

Advertising – Advertising costs are expensed as incurred. Advertising expense for the year ended September 30, 2023 and 2022 was \$73,210 and \$53,086, respectively.

NOTE 2 – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of September 30, 2023, are comprised of cash and cash equivalents amounting to \$215,218.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing program activities, as well as the conduct of services undertaken to support those activities, to be general expenditures.

The Organization is primarily funded by grants and festival revenue. The Organization has a goal to maintain financial assets on hand to meet two festivals' operating expenses, which are, on average, approximately \$100,000. The majority of the funds needed to meet the festival operating expenses is maintained in a savings account with Amegy Bank.

NOTE 3 – CONCENTRATIONS

The Organization maintains cash balances at one financial institution located in Texas. The accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At September 30, 2023 and 2022, the Organization had no uninsured balances.

For the year ended September 30, 2023, one grantor accounted for thirty-one percent (31%) of total public support and revenue. For the year ended September 30, 2022, one grantor accounted for thirty-four percent (34%) of total public support and revenue.

The Organization also conducts its operations solely in the Tomball area, and, therefore, is subject to risks from changes in local economic conditions. A downturn in the local economy could cause a decrease in grants and negatively impact festival revenues.

The Tomball Sister City Organization

Notes to Financial Statements

NOTE 4 – PROPERTY AND EQUIPMENT

As of September 30, 2023 and 2022, property and equipment consist of the following:

	2023	2022
Computers	\$3,357	\$3,357
Trailers	8,248	8,248
Subtotal property and equipment	11,605	11,605
Less: accumulated depreciation	(7,882)	(6,756)
Total property and equipment, net	\$3,723	\$4,849

Depreciation expense for the years ended September 30, 2023 and 2022 was \$1,126 in both years.

NOTE 5 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 23, 2024, the date the financial statements were available to be issued. No additional events were identified that are required to be disclosed or would have a material impact on reported net assets or changes in net assets.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 21 2003**

THE TOMBALL SISTER CITY
ORGANIZATION
401 MARKET ST
TOMBALL, TX 77375

Employer Identification Number:
43-1991155
DLN:
403136001
Contact Person:
GIL STOREY ID# 52603
Contact Telephone Number:
(877) 829-5500
Internal Revenue Code
Section 501(c)(4)
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth

Letter 948 (DO/CG)

City Council Meeting Agenda Item Data Sheet

Meeting Date: October 21, 2024

Topic:

Consideration of Application from the Greater Tomball Area Chamber of Commerce for use of FY 2024-2025 Hotel Occupancy Tax Funds for the 2024 Holiday Parade.

Background:

Origination: Finance

Recommendation:

Party(ies) responsible for placing this item on agenda: Sueanne Larson, Finance Manager

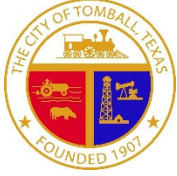
FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: 240-240-6351

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

Signed	<u>Bragg Farmer</u>	Approved by	_____
	Finance Director		City Manager
			Date
			<u>9/6/2024</u>



City of Tomball Application for Use of Hotel Occupancy Tax

Application Date: 6/21/2024
Name of Organization/Business: Greater Tomball Area Chamber of Commerce
Street Address: 29201 Quinn Road, Suite B
City: Tomball State: TX Zip Code: 77375
Contact Name: Brandy Beyer
Phone Number: 281.351.7222 Email: bbeyer@tomballchamber.org

Type of Organization/Business: Private/For-Profit Non-Profit
Purpose of organization/business: The Greater Tomball Area Chamber of Commerce provides resources and fosters relationships that empower businesses to prosper in Tomball and its surrounding communities.

Does your event/expenditure pass Part One of the statutory Hotel Occupancy Tax test listed below?

Defined specifically as directly enhancing and promoting tourism in Tomball and directly promoting the overnight accommodation industry in Tomball by increasing overnight stays.

Yes No

Does your event/expenditure pass Part Two of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one of more of the following categories?

Select all categories that apply.

- Establishment, improvement or maintenance of a convention or visitor center
- Administrative cost for facilitating convention registration
- Advertising, solicitations, and promotions that attracts tourists and delegates
- Encouragement, promotion, improvement, and application of the arts
- Historical restoration or preservation programs
- Signage directing tourists to attractions visited by hotel guests
- None of the above

Is this a new event/expenditure? Yes No

Name of the event/expenditure: Tomball Holiday Parade

Website address of event/expenditure: www.tomballchamber.org

Date(s) of event/expenditure: November 23, 2024

Location of event/expenditure: Main Street

Description of event/expenditure: annual parade with over 150 entries

Estimated local attendees: 25,000 Estimated out of town attendees: 10,000

If approved, how will the grant funds be used? security, advertising, portapotties, dignitary breakfast and band participation

How will you measure the impact of your event on local overnight accommodations? many entries

come from out of town for the parade and will choose to stay in Tomball either the night prior to the early morning event, or after to enjoy their visit to Tomball.

Our Miss Tomball contestants, who participate in the parade, have many out of town family members that will come to town to support them. They will stay evening prior and the following evening, as the pageant follows the parade.

Amount of funding requested: \$ 20,000

Current operating budget for the event/expenditure: \$ 55,900

Total funding dedicated to advertising/promotion of event/expenditure: \$ 5,000

Organization's direct contribution to the operating and advertising budget: \$ 55,900

Please indicate all promotion efforts your organization will utilize to alert visitors of the event/expenditure:

- Paid Advertising Radio Television Brochures
- Social Media Newspaper Online/Digital Press Release

How do you intend to advertise or promote your event to gain overnight stays in Tomball? _____

This event draws crowds from all around - as part of our larger mission, we always encourage participants and attendees to stay in the area and discover Tomball. We request that local business owners promote the parade and themselves as to keep visitors in Tomball and to make a weekend adventure for them and their families.

1. I have read the entire information in this application packet and understand and will comply with all provisions therein; and that I intend to use the grant for the event/expenditure to directly enhance and promote the tourism and hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.
2. I will abide by all relevant local, state, and federal laws/regulations regarding the use of Hotel Occupancy Tax.
3. I understand that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.
4. Applicant acknowledges that if grant funds are awarded, the event organizers agree to allow the financials of this event to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

Applicant Signature: Brandy Beyer

Digitally signed by Brandy Beyer
Date: 2024.07.01 11:24:11 -05'00'

Applicant Name: Brandy Beyer

Required Documents:

- Itemized budget of expenditures for grant funds
- Organization's most recent annual budget
- Organization's most recent financial statements – must be audited for grants exceeding \$100,000
- List of Board of Directors/Event Committee with contact information
- IRS Form W-9 – required if not currently on file with the City of Tomball
- Any other information that supports the request for funding

Please submit applications by email to finance@tomballtx.gov or mail/deliver to:

City of Tomball
Attn: Finance Dept.
501 James Street
Tomball, Texas 77375

2024 Tomball Holiday Parade Budget

Candy for children	200.00
Breakfast for special guests	2,000.00
Clean-Up	900.00
Port-o-Pottie	1,400.00
Advertising	5,000.00
Security	6,000.00
Debriefing Meeting	300.00
Supplies	1,000.00
Coins	1,100.00
Personnel	30,000.00
Entertainment	8,000.00

Total Expenses:	<u>55,900.00</u>
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Grant Request	20,000.00
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Greater Tomball Area Chamber of Commerce
2024 Budget Overview
 January through December 2024

	<u>Jan 24</u>	<u>Feb 24</u>	<u>Mar 24</u>	<u>Apr 24</u>	<u>May 24</u>	<u>Jun 24</u>	<u>Jul 24</u>	<u>Aug 24</u>	<u>Sep 24</u>	<u>Oct 24</u>	<u>Nov 24</u>	<u>Dec 24</u>	<u>TOTAL</u> <u>Jan - Dec 24</u>
Ordinary Income/Expense													
Income													
Rent Income	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	64,620.00
Capital Campaign	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Health & Wellness	1,500.00		500.00	1,000.00	1,000.00	4,000.00	1,000.00	1,000.00	2,000.00	3,000.00			15,000.00
Hotel/Motel Tax									45,000.00				45,000.00
First Friday	3,500.00	3,500.00	3,500.00	3,000.00	3,000.00	3,000.00	2,000.00	3,000.00	3,500.00	3,000.00	3,000.00	3,000.00	37,000.00
Networking Breakfast	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	500.00	500.00	5,000.00
Women's Committee	900.00	900.00	0.00	900.00	400.00	900.00	0.00	400.00	23,000.00	900.00	900.00	800.00	30,000.00
Tomball Leadership Day					5,000.00								5,000.00
Interest Income	3,600.00	250.00	250.00	3,700.00	250.00	250.00	3,700.00	250.00	250.00	3,800.00	250.00	250.00	16,800.00
Membership Dues													
New	10,000.00	10,000.00	5,000.00	4,000.00	4,000.00	5,000.00	5,000.00	5,000.00	8,000.00	7,000.00	7,000.00	5,000.00	75,000.00
Allowance Non-Renewal	-5,979.50	-6,958.50	-4,178.50	-3,566.00	-2,317.75	-3,248.00	-2,415.25	-3,769.00	-4,525.75	-4,742.25	-3,187.75	-2,369.50	-47,257.75
Renewal	59,795.00	69,585.00	41,785.00	35,660.00	23,177.50	32,480.00	24,152.50	37,690.00	45,257.50	47,422.50	31,877.50	23,695.00	472,577.50
Total Membership Dues	63,815.50	72,626.50	42,606.50	36,094.00	24,859.75	34,232.00	26,737.25	38,921.00	48,731.75	49,680.25	35,689.75	26,325.50	500,319.75
Miscellaneous Income	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	2,640.00
Publications/Products													
Magazine/Map/Website	250.00			2,000.00	12,250.00		250.00			250.00			15,000.00
Total Publications	250.00	0.00	0.00	2,000.00	12,250.00	0.00	250.00	0.00	0.00	250.00	0.00	0.00	15,000.00
Special Events													
Banquet	10,000.00	25,000.00											35,000.00
Golf Classic		10,000.00	12,000.00	15,000.00									37,000.00
Tomball Night						10,000.00	20,000.00	5,000.00					35,000.00
Holiday Parade						15,000.00			3,000.00	15,000.00	12,000.00		45,000.00
Miss Tomball Pageant									4,000.00	18,000.00	13,000.00		35,000.00
Total Special Events	10,000.00	35,000.00	12,000.00	15,000.00	0.00	25,000.00	20,000.00	5,000.00	7,000.00	33,000.00	25,000.00	0.00	187,000.00
Total Income	92,570.50	121,281.50	67,861.50	70,699.00	55,764.75	76,387.00	62,692.25	57,576.00	138,486.75	#####	73,944.75	39,480.50	959,379.75
Total Income	92,570.50	121,281.50	67,861.50	70,699.00	55,764.75	76,387.00	62,692.25	57,576.00	138,486.75	#####	73,944.75	39,480.50	959,379.75
Gross Profit	92,570.50	121,281.50	67,861.50	70,699.00	55,764.75	76,387.00	62,692.25	57,576.00	138,486.75	#####	73,944.75	39,480.50	959,379.75
Expense													
Building Expense													
Alarm	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
Cleaning	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	8,880.00
Electricity	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	12,600.00
Building Interest	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	26,400.00
Reimbursed by tenants	-2,000.00	-720.00	-720.00	-1,300.00	-720.00	-720.00	-1,300.00	-720.00	-720.00	-1,400.00	-720.00	-720.00	-11,760.00
Repairs/Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00

Greater Tomball Area Chamber of Commerce
2024 Budget Overview
 January through December 2024

	<u>Jan 24</u>	<u>Feb 24</u>	<u>Mar 24</u>	<u>Apr 24</u>	<u>May 24</u>	<u>Jun 24</u>	<u>Jul 24</u>	<u>Aug 24</u>	<u>Sep 24</u>	<u>Oct 24</u>	<u>Nov 24</u>	<u>Dec 24</u>	<u>TOTAL</u> <u>Jan - Dec 24</u>
Total Building Expense	3,015.00	4,295.00	4,295.00	3,715.00	4,295.00	4,295.00	3,715.00	4,295.00	4,295.00	3,615.00	4,295.00	4,295.00	48,420.00
Accounting Expense	4,100.00	1,000.00									2,500.00		7,600.00
Advertising							2,000.00	2,000.00		1,000.00	3,000.00		8,000.00
Bad Debt Expense	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	10,000.00	4,000.00	20,000.00	70,000.00
Health & Wellness		1,000.00			1,000.00			1,000.00	4,000.00	4,000.00			11,000.00
First Friday	3,000.00	3,500.00	3,000.00	3,000.00	2,500.00	2,500.00	2,500.00	3,000.00	3,000.00	3,000.00	2,500.00	2,500.00	34,000.00
Networking Breakfast	150.00	150.00	150.00	100.00	150.00	150.00	100.00	100.00	150.00	150.00	150.00	200.00	1,700.00
Women's Committee	900.00	900.00	0.00	900.00	900.00	900.00	0.00	900.00	2,000.00	900.00	900.00	10,800.00	20,000.00
Tomball Leadership Day					5,000.00								5,000.00
Young Professionals	100.00			100.00			100.00			100.00			400.00
Bank Fees	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	14,400.00
Board of Directors		500.00							3,000.00	3,700.00	300.00		7,500.00
Dues and Subscriptions	1,130.00				500.00			750.00			50.00	1,112.00	3,542.00
Employee Expense													
SUTA	1,200.00	500.00	200.00	100.00									2,000.00
Development	1,500.00	1,550.00			2,000.00	2,000.00	5,000.00	1,150.00	300.00	1,500.00			15,000.00
FUTA	100.00	40.00	30.00	5.00									175.00
Group Insurance	3,017.00	3,017.00	3,017.00	3,017.00	3,017.00	3,017.00	3,017.00	3,017.00	4,000.00	4,000.00	4,000.00	4,000.00	40,136.00
Cell Phone Allowance	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	3,360.00
Payroll Services	480.00	600.00	480.00	480.00	480.00	480.00	480.00	480.00	480.00	480.00	480.00	480.00	5,880.00
Payroll Taxes	2,050.00	2,100.00	2,050.00	2,100.00	2,050.00	2,050.00	2,050.00	2,100.00	2,050.00	2,050.00	2,150.00	3,020.00	25,820.00
Salaries													
TACC	32,450.00	34,000.00	32,450.00	34,000.00	32,450.00	32,450.00	32,450.00	34,000.00	32,450.00	32,450.00	35,000.00	32,450.00	396,600.00
Bonus												17,300.00	17,300.00
Contract Labor		100.00	100.00			100.00		100.00		100.00	100.00		600.00
Total Salaries	<u>32,450.00</u>	<u>34,100.00</u>	<u>32,550.00</u>	<u>34,000.00</u>	<u>32,450.00</u>	<u>32,550.00</u>	<u>32,450.00</u>	<u>34,100.00</u>	<u>32,450.00</u>	<u>32,550.00</u>	<u>35,100.00</u>	<u>49,750.00</u>	<u>414,500.00</u>
Total Employee Expense	41,077.00	42,187.00	38,607.00	39,982.00	40,277.00	40,377.00	43,277.00	41,127.00	39,560.00	40,860.00	42,010.00	57,530.00	506,871.00
Insurance													
Worker's Compensation	40.33	40.33	40.33	40.33	40.33	40.33	40.33	40.33	40.33	40.33	40.33	40.33	483.96
Officer & Director Liability	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	1,761.96
General Liab.	687.75	687.75	687.75	687.75	687.75	687.75	687.75	687.75	687.75	687.75	687.75	687.75	8,253.00
Total Insurance	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>10,498.92</u>
Membership/Misc. Expense	2,000.00	2,500.00	800.00	800.00	2,000.00	600.00	1,000.00	1,800.00	500.00	1,000.00	1,000.00	2,500.00	16,500.00
Office Equipment Expense													
Database	6,250.00												6,250.00
Computer Maintenance	300.00	300.00	2,000.00	300.00	300.00	300.00	300.00	300.00	300.00	800.00	300.00	300.00	5,800.00
Copier Lease	500.00	900.00	800.00	500.00	700.00	700.00	900.00	1,000.00	500.00	600.00	400.00	500.00	8,000.00
Pitney Bowes			600.00			600.00			600.00			600.00	2,400.00
Total Office Equip Expense	<u>7,050.00</u>	<u>1,200.00</u>	<u>3,400.00</u>	<u>800.00</u>	<u>1,000.00</u>	<u>1,600.00</u>	<u>1,200.00</u>	<u>1,300.00</u>	<u>1,400.00</u>	<u>1,400.00</u>	<u>700.00</u>	<u>1,400.00</u>	<u>22,450.00</u>
Office Supplies	750.00	300.00	500.00	800.00	1,000.00	100.00	500.00	300.00	300.00	300.00	750.00	2,400.00	0

Greater Tomball Area Chamber of Commerce
2024 Budget Overview
 January through December 2024

	<u>Jan 24</u>	<u>Feb 24</u>	<u>Mar 24</u>	<u>Apr 24</u>	<u>May 24</u>	<u>Jun 24</u>	<u>Jul 24</u>	<u>Aug 24</u>	<u>Sep 24</u>	<u>Oct 24</u>	<u>Nov 24</u>	<u>Dec 24</u>	<u>TOTAL</u> <u>Jan - Dec 24</u>
Postage & Delivery	0.00	500.00	500.00	500.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00	100.00	2,600.00
Property Tax Expense	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	16,455.72
Income Tax Expense	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	7,601.04
Rent	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	1,584.00
Special Events													
Banquet		12,000.00	1,000.00										13,000.00
Golf Classic				1,000.00	15,000.00								16,000.00
Tomball Night							1,000.00	11,000.00					12,000.00
Holiday Parade									1,000.00	1,000.00	21,000.00	1,000.00	24,000.00
Miss Tomball Pageant													
Scholarship Expense											10,000.00		10,000.00
Pageant - Other										500.00	5,000.00	7,500.00	13,000.00
Total Miss Tomball										500.00	15,000.00	7,500.00	23,000.00
Total Special Events	0.00	12,000.00	1,000.00	1,000.00	15,000.00	0.00	1,000.00	11,000.00	1,000.00	1,500.00	36,000.00	8,500.00	88,000.00
Telephone Expenses	585.00	585.00	585.00	585.00	585.00	585.00	585.00	585.00	585.00	585.00	585.00	585.00	7,020.00
Travel & Entertainment	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	960.00
Total Expense	72,148.64	78,908.64	61,128.64	60,573.64	82,498.64	59,898.64	64,268.64	76,448.64	68,081.64	76,901.64	103,031.64	116,213.64	920,102.68
Net Ordinary Income	20,421.86	42,372.86	6,732.86	10,125.36	-26,733.89	16,488.36	-1,576.39	-18,872.64	70,405.11	25,733.61	-29,086.89	-76,733.14	39,277.07
Principal Building Payment	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	37,800.00
xDepreciation Expense	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	20,460.00
Net Income	15,566.86	37,517.86	1,877.86	5,270.36	-31,588.89	11,633.36	-6,431.39	-23,727.64	65,550.11	20,878.61	-33,941.89	-81,588.14	-18,982.93

Greater Tomball Area Chamber of Commerce

Financial Statements and Independent Accountants' Review Report
for the Year Ended December 31, 2023
(with comparative totals for 2022)



Tipton & Company
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors
Greater Tomball Area Chamber of Commerce
Tomball, Texas

We have reviewed the accompanying financial statements of Greater Tomball Area Chamber of Commerce (a nonprofit organization), which comprise the statement of financial position as of December 31, 2023, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Greater Tomball Area Chamber of Commerce and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Greater Tomball Area Chamber of Commerce's 2022 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated June 21, 2023. The summarized comparative information presented herein as of and for the year ended December 31, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Tipton & Company LLC

Tipton & Company LLC
Certified Public Accountants
Houston, Texas

March 12, 2024

Greater Tomball Area Chamber of Commerce

Statement of Financial Position

<i>As of December 31, (with comparative totals for 2022)</i>	Reviewed 2023	Audited 2022
Assets		
Cash and cash equivalents	\$ 223,989	\$ 588,088
Certificate of deposit	309,821	-
Accounts receivable, net	44,907	35,249
Prepaid expenses	10,291	10,098
Property and equipment, net	825,005	855,120
Total Assets	\$ 1,414,013	\$ 1,488,555
Liabilities and Net Assets		
Liabilities		
Accrued expenses	\$ 31,031	\$ 28,729
Deferred revenues	192,315	175,798
Note payable	381,706	527,582
Deposits	8,300	8,300
Total Liabilities	613,352	740,409
Net Assets		
Without donor restrictions	800,661	748,146
Total Net Assets	800,661	748,146
Total Liabilities and Net Assets	\$ 1,414,013	\$ 1,488,555

Greater Tomball Area Chamber of Commerce

Statement of Activities

Year ended December 31, (with comparative totals for 2022)	Reviewed 2023	Audited 2022
Without Donor Restrictions		
Revenue and Support		
Membership dues	\$ 483,928	\$ 431,425
Special events revenue	204,015	176,519
Direct benefits to donors	(22,952)	(19,129)
Capital improvement campaign	36,000	33,000
First Friday luncheon	42,420	29,402
Networking Breakfast	5,375	4,980
Women's Committee	26,350	37,823
City of Tomball hotel tax revenue	35,000	35,000
Rental income	64,624	64,624
Tenant reimbursements	12,386	11,182
Ads and ad commission	25,400	17,665
Contributed nonfinancial assets	29,008	40,943
Interest and investment income	12,619	1,424
Other income	16,733	14,099
Total Revenue and Support	970,906	878,957
Expenses		
Program Services		
Business resources	325,812	270,070
Advocacy	328,349	289,561
Total Program Services	654,161	559,631
Supporting Services		
General and administrative	127,020	100,685
Fundraising	137,210	117,102
Total Supporting Services	264,230	217,787
Total Expenses	918,391	777,418
Change in Net Assets	52,515	101,539
Net Assets, Beginning of Year	748,146	646,607
Net Assets, End of Year	\$ 800,661	\$ 748,146

See accompanying notes and independent accountants' review report.

Greater Tomball Area Chamber of Commerce
Statement of Functional Expenses

Year ended December 31, (with comparative totals for 2022)	Program Services			Supporting Services			Reviewed	Audited
	Business Resources	Advocacy	Total Program Services	General and Administrative	Fundraising	Total Supporting Services	2023 Total	2022 Total
Payroll and related expenses								
Salaries	\$ 124,819	\$ 124,819	\$ 249,638	\$ 31,205	\$ 31,205	\$ 62,410	\$ 312,048	\$ 237,932
Payroll taxes	10,418	10,418	20,836	2,604	2,604	5,208	26,044	19,106
Employee benefits	14,911	14,911	29,822	3,728	3,728	7,456	37,278	32,936
Total payroll and related expenses	150,148	150,148	300,296	37,537	37,537	75,074	375,370	289,974
Other expenses								
Advertising	2,692	2,692	5,384	2,692	18,846	21,538	26,922	24,550
Bad debt	17,368	17,368	34,736	17,368	17,367	34,735	69,471	77,320
Bank fees	1,352	1,352	2,704	5,414	5,414	10,828	13,532	11,188
Board expenses	-	-	-	6,305	-	6,305	6,305	8,809
Computer maintenance	1,857	1,857	3,714	464	464	928	4,642	4,340
Contract labor	26,579	26,579	53,158	6,645	6,645	13,290	66,448	67,306
Depreciation	12,046	12,046	24,092	3,011	3,012	6,023	30,115	30,104
Dues and subscriptions	1,948	1,948	3,896	487	487	974	4,870	3,971
Employee development	4,906	4,906	9,812	1,226	1,226	2,452	12,264	6,800
Equipment lease	4,885	4,885	9,770	1,221	1,221	2,442	12,212	10,098
First Friday	37,020	-	37,020	-	-	-	37,020	31,047
Health committee	11,046	-	11,046	-	-	-	11,046	6,918
Insurance	4,122	4,122	8,244	1,031	1,031	2,062	10,306	10,042
Interest	6,776	6,776	13,552	1,694	1,694	3,388	16,940	21,408
Miscellaneous	6,410	8,373	14,783	6,276	3	6,279	21,062	13,569
Networking breakfast	1,617	-	1,617	-	-	-	1,617	159
Office supplies	2,277	2,277	4,554	569	569	1,138	5,692	6,396
Payroll service	2,352	2,352	4,704	588	588	1,176	5,880	5,898
Postage and delivery	866	433	1,299	433	1,156	1,589	2,888	3,052
Professional fees	-	-	-	16,005	-	16,005	16,005	7,505
Rent	593	593	1,186	148	148	296	1,482	1,360
Repairs and maintenance	10,078	10,078	20,156	2,519	2,519	5,038	25,194	18,036
Software	2,394	2,394	4,788	599	599	1,198	5,986	5,614
Special events	2,375	37,317	39,692	-	56,110	56,110	95,802	70,586
Taxes - income	-	-	-	10,542	-	10,542	10,542	2,160
Taxes - property	6,318	6,318	12,636	1,580	1,580	3,160	15,796	13,920
Telephone	2,806	2,806	5,612	701	701	1,402	7,014	6,687
Travel and entertainment	-	-	-	720	-	720	720	760
Utilities	4,981	4,981	9,962	1,245	1,245	2,490	12,452	11,006
Womens Committee	-	15,748	15,748	-	-	-	15,748	25,964
Total other expenses	175,664	178,201	353,865	89,483	122,625	212,108	565,973	506,573
Subtotal	325,812	328,349	654,161	127,020	160,162	287,182	941,343	796,547
Less: Direct benefit to donor	-	-	-	-	(22,952)	(22,952)	(22,952)	(19,129)
Total Expenses	\$ 325,812	\$ 328,349	\$ 654,161	\$ 127,020	\$ 137,210	\$ 264,230	\$ 918,391	\$ 777,418

See accompanying notes and independent accountants' review report.

Greater Tomball Area Chamber of Commerce

Statement of Cash Flows

Year Ended December 31, (with comparative totals for 2022)	Reviewed 2023	Audited 2022
Cash Flows From Operating Activities		
Change in net assets	\$ 52,515	\$ 101,539
Adjustments to reconcile change in net assets to net change in operating activities:		
Unrealized (gain)/loss on certificate of deposit	(9,821)	-
Depreciation	30,115	30,104
Bad debt expense	69,471	77,320
Changes in assets and liabilities:		
Accounts receivable	(79,129)	(71,721)
Prepaid expenses	(193)	(263)
Accrued expenses	2,302	12,198
Deferred revenues	16,517	25,913
Total Adjustments	29,262	73,551
Net Change in Operating Activities	81,777	175,090
Cash Flows From Investing Activities		
Purchases of certificate of deposit	(300,000)	-
Purchases of property and equipment	-	(1,219)
Net Change in Investing Activities	(300,000)	(1,219)
Cash Flows From Financing Activities		
Payments on note payable	(145,876)	(45,733)
Net Change in Financing Activities	(145,876)	(45,733)
Net Change in Cash and Cash Equivalents	(364,099)	128,138
Cash and Cash Equivalents, beginning of year	588,088	459,950
Cash and Cash Equivalents, end of year	\$ 223,989	\$ 588,088
Supplemental Disclosures:		
Interest paid	\$ 16,940	\$ 21,408
Federal income taxes paid	\$ 10,542	\$ 2,160

See accompanying notes and independent accountants' review report.

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

The Greater Tomball Area Chamber of Commerce (the “Chamber”) is a not-for-profit organization of citizens who are investing their time and money in a community development program working together to improve the economic, civic, and cultural fortitude of the region, community, or area. The Chamber’s mission is to provide resources and foster relationships that empower businesses to prosper in Tomball and its surrounding communities.

The Chamber is supported through membership dues, contributions, rental income and other miscellaneous revenue. The Chamber conducts the following programs:

- *Business resources* – The Business Resources Division is dedicated to providing and promoting value added, quality networking events to the Chamber’s diverse membership, by ensuring inclusion through new member mentorship programs and by presenting opportunities for personal and business growth. This division invites members to become involved in the Chamber’s programs that will allow relationships to be formed and sustained through a variety of networking events.
- *Advocacy* – The Advocacy Division is committed to being a strong voice for the Chamber’s members and the greater Tomball area community. This will be accomplished by addressing public policy issues with participation from the public, members and elected officials, and holding open discussions about issues that affect the business community including: economic development, education, workforce development, energy and healthcare.

Basis of Accounting

The financial statements of the Chamber have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Basis of Presentation

The Chamber reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

- *Net assets without donor restrictions* are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Chamber, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. Assets restricted solely through the actions of the Board of Directors are reported as net assets without donor restrictions, board-designated.
- *Net assets with donor restrictions* are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or use for a purpose specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-restricted endowment earnings are released when those earnings are appropriated with spending policies and are used for the specified purpose.

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

Cash and Cash Equivalents

The Chamber considers all monies in banks and highly liquid investments with maturities of three months or less from the date of purchase to be cash and cash equivalents. The carrying values of any cash and cash equivalents are deemed to approximate their fair values because of the short maturities of those financial instruments.

Certificates of Deposit

The Chamber has a certificate of deposit totaling \$309,821 bearing interest at 4.33% and maturing January 2024, with an early withdrawal penalty of 360 days of interest.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At December 31, 2023 and 2022, the allowance for bad debts was \$7,021 and \$7,021, respectively.

Property and Equipment

The Chamber capitalizes all expenditures for property, plant and equipment in excess of \$500. Maintenance and repairs are charged to operations when incurred. Major improvements and renewals that extend the life of the asset are capitalized. Purchased property, plant and equipment are carried at cost and are depreciated using the straight-line method based on their estimated useful lives as follows:

Buildings and improvements	39 years
Computers and software	3-5 years
Office equipment	5-7 years
Furniture and fixtures	5-7 years

Contributed Nonfinancial Assets

Donated goods are recognized at fair value as contributions when an unconditional commitment is received from the donor. The related expense is recognized as the item is used or sold. All donated goods were utilized by the Organization's programs and supporting services. There were no donor-imposed restrictions associated with the donated services and assets. Contributions of services are recognized when services received (a) create or enhance nonfinancial assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

Deferred Revenue

Income from membership dues and subscription fees received in advance is deferred and recognized over the periods to which the dues and fees relate.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. The significant estimates included in the financial statements are the estimates of useful lives used for depreciating property and equipment items.

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

Membership Dues

Membership dues are recognized in the applicable membership period. Any unearned amounts are included in deferred revenue at the end of each accounting period.

Functional Allocation of Expenses

Expenses are categorized in the Statement of Activities as program services, management and general and fundraising. The Chamber's expenses are allocated on a functional basis among these benefited categories:

- Program service expenses: include direct and indirect (allocated) expenses for the various programs offered by the Chamber to fulfill member investment expectations. Expenses that can be identified with a specific program and support services are allocated directly according to their natural expenditure classification. Other expenses, that are common to several functions, are allocated to program services based on time and effort.
- Management and general expenses: include those expenses, ranging from office management to financial services, that are not directly identifiable with any other specific function but provide for the overall support and direction of the Chamber. Those expenses include the basic necessities to be an accredited, well rounded, and effective organization.
- Fundraising expenses: represent costs incurred in connection with fundraising efforts to continue the Chamber's mission. The membership dues alone are not adequate enough to accomplish the Chamber's goals; therefore, fundraising events are held to fill the gap between membership dues and total expenses.

Income Taxes

The Chamber is operating as a not-for-profit corporation, under Section 501(c)(6) of the Internal Revenue Code, and is not subject to income taxes with the exception of unrelated business income. The Chamber conducted unrelated business activities during the current year. Therefore, the Chamber paid \$10,542 and \$2,160 for federal income taxes in the years ended December 31, 2023 and 2022, respectively.

The Chamber applies the provisions of FASB ASC Topic 740, Income Taxes, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Topic 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosures and transition. As of December 31, 2023 and 2022, no uncertain tax positions were identified.

Leases

The Chamber accounts for leases in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, *Leases*. Leases are evaluated using the criteria in FASB ASC 842 to determine whether they will be classified as operating leases or finance leases. The Chamber determines if an arrangement is a lease, or contains a lease, at inception of a contract and when terms of an existing contract are changed. The Chamber determines if an arrangement conveys the right to use an identified asset and whether the Chamber obtains substantially all of the economic benefits from and has the ability to direct the use of the asset. The Chamber recognizes a lease liability and right-of-use (ROU) asset at the commencement date of the lease. The Chamber has elected to not recognize ROU assets and lease liabilities for short-term leases that have an initial lease term of 12 months or less and for leases that management deems immaterial.

Lease liabilities - Lease liabilities are measured based on the present value of future lease payments using the risk-free rate.

Right of use (ROU) assets - ROU assets are recognized at the present value of the lease payments at inception of the lease adjusted, as appropriate, for certain other payments and allowances related to obtaining the lease

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

and placing the asset in service. Lease expense is recognized on a straight-line basis as rent expense in the statement of functional expenses.

Advertising Cost

Advertising costs are expensed when incurred. Advertising costs for the years ended December 31, 2023 and 2022 amounted to \$26,922 and \$24,550, respectively.

Newly Adopted Accounting Pronouncements

Contributed Nonfinancial Assets

In September 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities and changes in net assets, apart from contributions of cash or other financial assets. It also requires a not-for-profit organization to disclose contributed nonfinancial assets recognized within the statement of activities and changes in net assets disaggregated by category that depicts the type of contributed nonfinancial assets and includes additional disclosure requirements for each category of contributed nonfinancial assets recognized. The Organization adopted the new guidance effective July 1, 2022. There was no significant impact as a result of the implementation.

Leases

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The ASU requires most leases to be recognized on the statement of financial position as lease assets and lease liabilities and requires both quantitative and qualitative disclosures regarding key information about leasing arrangements. The Organization adopted the new guidance effective July 1, 2022 using the modified retrospective method. Comparative information for fiscal year 2022 has not been restated and continues to be reported under Accounting Standards Codification (ASC) 840. There was no cumulative effect on beginning net assets for the year ended June 30, 2023.

NOTE 2 – LIQUIDITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of December 31, 2023, comprise the following:

<u>Financial assets:</u>	
Cash and cash equivalents	\$223,989
Certificate of deposit	309,821
Accounts receivable, net	44,907
Financial assets available to meet cash needs for general expenditures within one year	\$578,717

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Chamber considers all expenditures related to its ongoing program activities, as well as the conduct of services undertaken to support those activities, to be general expenditures. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the statement of financial position date. The Chamber sets a goal of having financial assets on hand to meet a minimum of 90 days of normal operating expenses, which are, on average, around \$68,000. As part of its liquidity management, the Chamber has a policy to structure its financial assets to be available as general expenditures, liabilities, and other obligations become due.

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

NOTE 3 – CONCENTRATION OF CREDIT RISKS

The Chamber maintains its cash and certificate of deposit balances in a local bank. These balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Management periodically assesses the financial condition of the financial institutions and believes that any possible credit risk is minimal. As of December 31, 2023 and 2022, the Chamber had approximately \$284,000 and \$338,000, respectively, of cash certificate of deposit balances that were not insured by the FDIC. The Chamber has not experienced any losses in such accounts and believes the risk of future loss is mitigated by monitoring the balances and the financial institutions where the cash is deposited.

NOTE 4 – PROPERTY AND EQUIPMENT

As of December 31, 2023 and 2022, property, plant and equipment consisted of the following:

	Reviewed 2023	Audited 2022
Building and improvements	\$1,112,383	\$1,112,383
Computers and software	17,517	17,517
Office equipment	14,321	14,321
Furniture and fixtures	17,990	17,990
Land	145,000	145,000
Total property and equipment, gross	1,307,211	1,307,211
Less: Accumulated depreciation	(482,206)	(452,091)
Total property and equipment, net	\$825,005	\$855,120

Depreciation expense charged to operations for the years ended December 31, 2023 and 2022 was \$30,115 and \$30,104, respectively.

NOTE 5 – RENTAL INCOME

The Chamber generates rental income from leasing its office space to lessees. As the lessor, the Chamber is required to first determine whether the lease is an operating lease or a finance lease. A finance lease is one in which the risks and rewards inherent in the asset are transferred to the lessee. An operating lease is one in which the risks and rewards inherent in the asset are not transferred to the lessee. Only finance leases are required to be capitalized on the statement of financial position.

The Chamber leases office space to three other organizations as follows and as the risks and reward inherent in the asset are not transferred to the lessee, it has been determined that these leases are operating leases, so these leases have not been capitalized on the statement of financial position:

	Current monthly rent	Lease initiation	Lease expiration	Lease renewal	Renewal expiration
TEDC	\$1,506	9/1/2008	10/31/2013	11/1/2013 11/1/2018 11/1/2023	10/31/2018 10/31/2023 N/A
TRHF	\$3,869	11/1/2017	10/31/2022	11/1/2022	10/31/2024
Envirocon	\$150	4/1/2016	3/31/2020	4/1/2020	3/31/2024

For the years ended December 31, 2023 and 2022, rental income was \$64,624 in both years.

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

Future minimum rentals expected to be collected are as follows:

For the years ending December 31,	
2024	\$ 39,140
Thereafter	-
Total	\$ 39,140

NOTE 6 – LEASE AGREEMENTS

The Chamber has entered into noncancelable operating leases that expire in 2024 and 2026. For the years ended December 31, 2023 and 2022, the total rental expense under these leases was \$13,694 and \$11,458, respectively. The Chamber's lease arrangements are not recognized in the statement of financial position as they are immaterial. Future minimum lease payments are as follows:

For the years ending December 31,	
2024	\$2,749
2025	1,969
2026	492
Thereafter	-
Total	\$5,210

NOTE 7 – NOTE PAYABLE

The Chamber had a note payable due in monthly installments to a financial institution for an office building in the amount of \$6,729 for 83 months beginning January 10, 2010 through November 10, 2016. This note was secured by the Quinn Road office building, with interest at 5% through October 9, 2021. On December 10, 2016, a balloon payment of any unpaid principal and interest became due and payable, at which time the loan was modified to require monthly installments of \$5,595 at the same interest rate and terms and to become due and payable on December 10, 2023. Effective October 10, 2021, the interest rate was modified to 4%, requiring the same monthly installments and due date. In December 2023, the interest rate was modified to 7% and the note is due and payable on demand. If demand is not earlier made, the note shall be due and payable in monthly payments of principal and interest of \$5,224, commencing on January 10, 2024 through December 10, 2026, when the entire amount remaining unpaid shall be due and payable.

As of December 31, 2023 and 2022, the balance was \$381,706 and \$527,582, respectively. Future scheduled maturities of the note payable are as follows:

For the years ending December 31,	
2024	\$381,706
Thereafter	-
Total	\$381,706

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

NOTE 8 – CONCENTRATIONS

For the years ended December 31, 2023 and 2022, respectively, approximately fifty percent (50%) and forty-nine percent (49%) of the Chamber's total revenue and support came from membership dues.

The Chamber conducts its operations solely in the greater Tomball area, and, therefore, is subject to risks from changes in local economic conditions. A downturn in the local economy could cause a decrease in membership dues and revenue.

NOTE 9 – CONTRIBUTED NONFINANCIAL ASSETS

For the years ended December 31, 2023 and 2022, the Chamber's contributed nonfinancial assets consist of the following:

	2023	2022
Advertising	\$22,720	\$22,720
Repairs and maintenance	6,600	6,600
Supplies	4,500	3,500
Venues	6,300	5,300
Miscellaneous	3,348	2,823
Total contributed nonfinancial assets	\$43,468	\$40,943

Contributed advertising and repairs and maintenance are used in the Chamber's administrative activities. Contributed supplies are used in the Chamber's fundraising activities. Contributed venue costs are used in the Chamber's program activities and fundraising activities. Other miscellaneous donated assets are used across all Chamber activities. All contributed nonfinancial assets are valued at fair market value at the date of donation.

NOTE 10 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 12, 2024, the date the financial statements were available to be issued. No events were identified that are required to be disclosed or would have a material impact on reported net assets or changes in net assets.

**GREATER TOMBALL AREA CHAMBER OF COMMERCE
2024 BOARD OF DIRECTORS**

CHAIR OF THE BOARD

Raymond Francois*
Hampton Inn & Suites
14100 Medical Complex Dr.
Tomball, TX 77377
281.357.1500
352.215.8497 cell
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Retiring in 2024

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310 E. Main St.
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Rob Marmerstein* Chair Elect
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409.550.8679 cell
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Curtis Morris
Curtis's Cooking Collaborative
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Uriah Ortiz

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832.257.8675 cell
uriah@guardiansafeandlock.com

Dr. Martha Salazar-Zamora

Tomball ISD
310 S. Cherry St.
Tomball, TX 77375
281.357.3100
_____ cell
marthasalazarzamora@tomballisd.net

Retiring in 2025

Keith Barber
Houston Methodist Willowbrook Hospital
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Kyle Bertrand
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_____ cell
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281.743.0063 cell
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Retiring in 2026

Charles Herd
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_____ cell
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Teresa Latsis*
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Jessica Rogers
City of Tomball
401 Market St.
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jrogers@tomballtx.gov

IMMEDIATE PAST CHAIRMAN OF THE BOARD

Shane Boatman*
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EX-OFFICIO BOARD MEMBERS

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CHAMBER PRESIDENT

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CHAMBER STAFF

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Membership Engagement Director
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Chamber of Commerce*
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awellbrock@tomballchamber.org

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Greater Tomball Area Chamber of Commerce	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions <input type="checkbox"/>	(Applies to accounts maintained outside the United States.)
	5	Address (number, street, and apt. or suite no.). See instructions. PO Box 516	Requester's name and address (optional)
	6	City, state, and ZIP code Tomball, TX 77377-0516	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
7	4	-	1	4	9	5	1	2	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 4/1/24
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

City Council Meeting Agenda Item Data Sheet

Meeting Date: October 21, 2024

Topic:

Consideration of Application from the Greater Tomball Area Chamber of Commerce for use of FY 2024-2025 Hotel Occupancy Tax Funds for the 2025 Tomball Night.

Background:

Origination: Finance

Recommendation:

Party(ies) responsible for placing this item on agenda: Sueanne Larson, Finance Manager

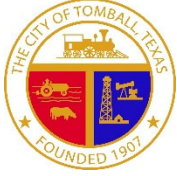
FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: 240-240-6351

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

Signed	<u>Bragg Farmer</u>	Approved by	_____
	Finance Director		City Manager
			Date
			<u>9/6/2024</u>



City of Tomball Application for Use of Hotel Occupancy Tax

Application Date: 6/21/2024
Name of Organization/Business: Greater Tomball Area Chamber of Commerce
Street Address: 29201 Quinn Road, Suite B
City: Tomball State: TX Zip Code: 77375
Contact Name: Brandy Beyer
Phone Number: 281.351.7222 Email: bbeyer@tomballchamber.org

Type of Organization/Business: Private/For-Profit Non-Profit
Purpose of organization/business: The Greater Tomball Area Chamber of Commerce provides resources and fosters relationships that empower businesses to prosper in Tomball and its surrounding communities.

Does your event/expenditure pass Part One of the statutory Hotel Occupancy Tax test listed below?

Defined specifically as directly enhancing and promoting tourism in Tomball and directly promoting the overnight accommodation industry in Tomball by increasing overnight stays.

Yes No

Does your event/expenditure pass Part Two of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one of more of the following categories?

Select all categories that apply.

- Establishment, improvement or maintenance of a convention or visitor center
- Administrative cost for facilitating convention registration
- Advertising, solicitations, and promotions that attracts tourists and delegates
- Encouragement, promotion, improvement, and application of the arts
- Historical restoration or preservation programs
- Signage directing tourists to attractions visited by hotel guests
- None of the above

Is this a new event/expenditure? Yes No

Name of the event/expenditure: Tomball Night

Website address of event/expenditure: www.tomballchamber.org

Date(s) of event/expenditure: August 1, 2025

Location of event/expenditure: Main Street and Market Street

Description of event/expenditure: community festival with over 90 vendors downtown, Parade of Lights and fireworks

Estimated local attendees: 7,000 Estimated out of town attendees: 3,000

If approved, how will the grant funds be used? advertising, portapotties, equipment rentals, and fireworks

How will you measure the impact of your event on local overnight accommodations? Many vendors/entries

for Tomball Night and Parade of Lights come from out of town and will choose to stay in Tomball following the long evening event, and for the weekend to enjoy their visit to Tomball.

Attendees choose to make a long weekend that starts with Tomball Night, as a getaway prior to the start of the school year.

Amount of funding requested: \$ 15,000

Current operating budget for the event/expenditure: \$ 43,950

Total funding dedicated to advertising/promotion of event/expenditure: \$ 5,000

Organization's direct contribution to the operating and advertising budget: \$ 43,950

Please indicate all promotion efforts your organization will utilize to alert visitors of the event/expenditure:

- Paid Advertising Radio Television Brochures
- Social Media Newspaper Online/Digital Press Release

How do you intend to advertise or promote your event to gain overnight stays in Tomball? _____

This event draws crowds from all around - as part of our larger mission, we always encourage participants and attendees to stay in the area and discover Tomball. We request that local business owners promote the evening and themselves as to keep

1. I have read the entire information in this application packet and understand and will comply with all provisions therein; and that I intend to use the grant for the event/expenditure to directly enhance and promote the tourism and hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.
2. I will abide by all relevant local, state, and federal laws/regulations regarding the use of Hotel Occupancy Tax.
3. I understand that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.
4. Applicant acknowledges that if grant funds are awarded, the event organizers agree to allow the financials of this event to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

Applicant Signature: Brandy Beyer

Digitally signed by Brandy Beyer
Date: 2024.07.01 11:23:27 -05'00'

Applicant Name: Brandy Beyer

Required Documents:

- Itemized budget of expenditures for grant funds
- Organization's most recent annual budget
- Organization's most recent financial statements – must be audited for grants exceeding \$100,000
- List of Board of Directors/Event Committee with contact information
- IRS Form W-9 – required if not currently on file with the City of Tomball
- Any other information that supports the request for funding

Please submit applications by email to finance@tomballtx.gov or mail/deliver to:

City of Tomball
Attn: Finance Dept.
501 James Street
Tomball, Texas 77375

2025 Tomball Night Budget

Port-o-Pottie	2,000.00
Fireworks	5,500.00
Shopper CASH	1,000.00
Advertising	5,000.00
Supplies	700.00
Debriefing Meeting	250.00
Rentals	2,500.00
Personnel	30,000.00

Total Expenses: 46,950.00

Grant Request: 15,000.00

Greater Tomball Area Chamber of Commerce
2024 Budget Overview
 January through December 2024

	<u>Jan 24</u>	<u>Feb 24</u>	<u>Mar 24</u>	<u>Apr 24</u>	<u>May 24</u>	<u>Jun 24</u>	<u>Jul 24</u>	<u>Aug 24</u>	<u>Sep 24</u>	<u>Oct 24</u>	<u>Nov 24</u>	<u>Dec 24</u>	<u>TOTAL</u> <u>Jan - Dec 24</u>
Ordinary Income/Expense													
Income													
Rent Income	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	64,620.00
Capital Campaign	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Health & Wellness	1,500.00		500.00	1,000.00	1,000.00	4,000.00	1,000.00	1,000.00	2,000.00	3,000.00			15,000.00
Hotel/Motel Tax									45,000.00				45,000.00
First Friday	3,500.00	3,500.00	3,500.00	3,000.00	3,000.00	3,000.00	2,000.00	3,000.00	3,500.00	3,000.00	3,000.00	3,000.00	37,000.00
Networking Breakfast	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	500.00	500.00	5,000.00
Women's Committee	900.00	900.00	0.00	900.00	400.00	900.00	0.00	400.00	23,000.00	900.00	900.00	800.00	30,000.00
Tomball Leadership Day					5,000.00								5,000.00
Interest Income	3,600.00	250.00	250.00	3,700.00	250.00	250.00	3,700.00	250.00	250.00	3,800.00	250.00	250.00	16,800.00
Membership Dues													
New	10,000.00	10,000.00	5,000.00	4,000.00	4,000.00	5,000.00	5,000.00	5,000.00	8,000.00	7,000.00	7,000.00	5,000.00	75,000.00
Allowance Non-Renewal	-5,979.50	-6,958.50	-4,178.50	-3,566.00	-2,317.75	-3,248.00	-2,415.25	-3,769.00	-4,525.75	-4,742.25	-3,187.75	-2,369.50	-47,257.75
Renewal	59,795.00	69,585.00	41,785.00	35,660.00	23,177.50	32,480.00	24,152.50	37,690.00	45,257.50	47,422.50	31,877.50	23,695.00	472,577.50
Total Membership Dues	63,815.50	72,626.50	42,606.50	36,094.00	24,859.75	34,232.00	26,737.25	38,921.00	48,731.75	49,680.25	35,689.75	26,325.50	500,319.75
Miscellaneous Income	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	2,640.00
Publications/Products													
Magazine/Map/Website	250.00			2,000.00	12,250.00		250.00			250.00			15,000.00
Total Publications	250.00	0.00	0.00	2,000.00	12,250.00	0.00	250.00	0.00	0.00	250.00	0.00	0.00	15,000.00
Special Events													
Banquet	10,000.00	25,000.00											35,000.00
Golf Classic		10,000.00	12,000.00	15,000.00									37,000.00
Tomball Night						10,000.00	20,000.00	5,000.00					35,000.00
Holiday Parade						15,000.00			3,000.00	15,000.00	12,000.00		45,000.00
Miss Tomball Pageant									4,000.00	18,000.00	13,000.00		35,000.00
Total Special Events	10,000.00	35,000.00	12,000.00	15,000.00	0.00	25,000.00	20,000.00	5,000.00	7,000.00	33,000.00	25,000.00	0.00	187,000.00
Total Income	92,570.50	121,281.50	67,861.50	70,699.00	55,764.75	76,387.00	62,692.25	57,576.00	138,486.75	#####	73,944.75	39,480.50	959,379.75
Total Income	92,570.50	121,281.50	67,861.50	70,699.00	55,764.75	76,387.00	62,692.25	57,576.00	138,486.75	#####	73,944.75	39,480.50	959,379.75
Gross Profit	92,570.50	121,281.50	67,861.50	70,699.00	55,764.75	76,387.00	62,692.25	57,576.00	138,486.75	#####	73,944.75	39,480.50	959,379.75
Expense													
Building Expense													
Alarm	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
Cleaning	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	8,880.00
Electricity	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	12,600.00
Building Interest	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	26,400.00
Reimbursed by tenants	-2,000.00	-720.00	-720.00	-1,300.00	-720.00	-720.00	-1,300.00	-720.00	-720.00	-1,400.00	-720.00	-720.00	-11,760.00
Repairs/Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00

Greater Tomball Area Chamber of Commerce
2024 Budget Overview
 January through December 2024

	<u>Jan 24</u>	<u>Feb 24</u>	<u>Mar 24</u>	<u>Apr 24</u>	<u>May 24</u>	<u>Jun 24</u>	<u>Jul 24</u>	<u>Aug 24</u>	<u>Sep 24</u>	<u>Oct 24</u>	<u>Nov 24</u>	<u>Dec 24</u>	<u>TOTAL</u> <u>Jan - Dec 24</u>
Total Building Expense	3,015.00	4,295.00	4,295.00	3,715.00	4,295.00	4,295.00	3,715.00	4,295.00	4,295.00	3,615.00	4,295.00	4,295.00	48,420.00
Accounting Expense	4,100.00	1,000.00									2,500.00		7,600.00
Advertising							2,000.00	2,000.00		1,000.00	3,000.00		8,000.00
Bad Debt Expense	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	10,000.00	4,000.00	20,000.00	70,000.00
Health & Wellness		1,000.00			1,000.00			1,000.00	4,000.00	4,000.00			11,000.00
First Friday	3,000.00	3,500.00	3,000.00	3,000.00	2,500.00	2,500.00	2,500.00	3,000.00	3,000.00	3,000.00	2,500.00	2,500.00	34,000.00
Networking Breakfast	150.00	150.00	150.00	100.00	150.00	150.00	100.00	100.00	150.00	150.00	150.00	200.00	1,700.00
Women's Committee	900.00	900.00	0.00	900.00	900.00	900.00	0.00	900.00	2,000.00	900.00	900.00	10,800.00	20,000.00
Tomball Leadership Day					5,000.00								5,000.00
Young Professionals	100.00			100.00			100.00			100.00			400.00
Bank Fees	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	14,400.00
Board of Directors		500.00							3,000.00	3,700.00	300.00		7,500.00
Dues and Subscriptions	1,130.00				500.00			750.00			50.00	1,112.00	3,542.00
Employee Expense													
SUTA	1,200.00	500.00	200.00	100.00									2,000.00
Development	1,500.00	1,550.00			2,000.00	2,000.00	5,000.00	1,150.00	300.00	1,500.00			15,000.00
FUTA	100.00	40.00	30.00	5.00									175.00
Group Insurance	3,017.00	3,017.00	3,017.00	3,017.00	3,017.00	3,017.00	3,017.00	3,017.00	4,000.00	4,000.00	4,000.00	4,000.00	40,136.00
Cell Phone Allowance	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	3,360.00
Payroll Services	480.00	600.00	480.00	480.00	480.00	480.00	480.00	480.00	480.00	480.00	480.00	480.00	5,880.00
Payroll Taxes	2,050.00	2,100.00	2,050.00	2,100.00	2,050.00	2,050.00	2,050.00	2,100.00	2,050.00	2,050.00	2,150.00	3,020.00	25,820.00
Salaries													
TACC	32,450.00	34,000.00	32,450.00	34,000.00	32,450.00	32,450.00	32,450.00	34,000.00	32,450.00	32,450.00	35,000.00	32,450.00	396,600.00
Bonus												17,300.00	17,300.00
Contract Labor		100.00	100.00			100.00		100.00		100.00	100.00		600.00
Total Salaries	<u>32,450.00</u>	<u>34,100.00</u>	<u>32,550.00</u>	<u>34,000.00</u>	<u>32,450.00</u>	<u>32,550.00</u>	<u>32,450.00</u>	<u>34,100.00</u>	<u>32,450.00</u>	<u>32,550.00</u>	<u>35,100.00</u>	<u>49,750.00</u>	<u>414,500.00</u>
Total Employee Expense	41,077.00	42,187.00	38,607.00	39,982.00	40,277.00	40,377.00	43,277.00	41,127.00	39,560.00	40,860.00	42,010.00	57,530.00	506,871.00
Insurance													
Worker's Compensation	40.33	40.33	40.33	40.33	40.33	40.33	40.33	40.33	40.33	40.33	40.33	40.33	483.96
Officer & Director Liability	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	1,761.96
General Liab.	687.75	687.75	687.75	687.75	687.75	687.75	687.75	687.75	687.75	687.75	687.75	687.75	8,253.00
Total Insurance	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>10,498.92</u>
Membership/Misc. Expense	2,000.00	2,500.00	800.00	800.00	2,000.00	600.00	1,000.00	1,800.00	500.00	1,000.00	1,000.00	2,500.00	16,500.00
Office Equipment Expense													
Database	6,250.00												6,250.00
Computer Maintenance	300.00	300.00	2,000.00	300.00	300.00	300.00	300.00	300.00	300.00	800.00	300.00	300.00	5,800.00
Copier Lease	500.00	900.00	800.00	500.00	700.00	700.00	900.00	1,000.00	500.00	600.00	400.00	500.00	8,000.00
Pitney Bowes			600.00			600.00			600.00			600.00	2,400.00
Total Office Equip Expense	<u>7,050.00</u>	<u>1,200.00</u>	<u>3,400.00</u>	<u>800.00</u>	<u>1,000.00</u>	<u>1,600.00</u>	<u>1,200.00</u>	<u>1,300.00</u>	<u>1,400.00</u>	<u>1,400.00</u>	<u>700.00</u>	<u>1,400.00</u>	<u>22,450.00</u>
Office Supplies	750.00	300.00	500.00	800.00	1,000.00	100.00	500.00	300.00	300.00	300.00	750.00	2,400.00	0

Greater Tomball Area Chamber of Commerce
2024 Budget Overview
 January through December 2024

	<u>Jan 24</u>	<u>Feb 24</u>	<u>Mar 24</u>	<u>Apr 24</u>	<u>May 24</u>	<u>Jun 24</u>	<u>Jul 24</u>	<u>Aug 24</u>	<u>Sep 24</u>	<u>Oct 24</u>	<u>Nov 24</u>	<u>Dec 24</u>	<u>TOTAL</u> <u>Jan - Dec 24</u>
Postage & Delivery	0.00	500.00	500.00	500.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00	100.00	2,600.00
Property Tax Expense	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	16,455.72
Income Tax Expense	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	7,601.04
Rent	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	1,584.00
Special Events													
Banquet		12,000.00	1,000.00										13,000.00
Golf Classic				1,000.00	15,000.00								16,000.00
Tomball Night							1,000.00	11,000.00					12,000.00
Holiday Parade									1,000.00	1,000.00	21,000.00	1,000.00	24,000.00
Miss Tomball Pageant													
Scholarship Expense											10,000.00		10,000.00
Pageant - Other										500.00	5,000.00	7,500.00	13,000.00
Total Miss Tomball										500.00	15,000.00	7,500.00	23,000.00
Total Special Events	0.00	12,000.00	1,000.00	1,000.00	15,000.00	0.00	1,000.00	11,000.00	1,000.00	1,500.00	36,000.00	8,500.00	88,000.00
Telephone Expenses	585.00	585.00	585.00	585.00	585.00	585.00	585.00	585.00	585.00	585.00	585.00	585.00	7,020.00
Travel & Entertainment	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	960.00
Total Expense	72,148.64	78,908.64	61,128.64	60,573.64	82,498.64	59,898.64	64,268.64	76,448.64	68,081.64	76,901.64	103,031.64	116,213.64	920,102.68
Net Ordinary Income	20,421.86	42,372.86	6,732.86	10,125.36	-26,733.89	16,488.36	-1,576.39	-18,872.64	70,405.11	25,733.61	-29,086.89	-76,733.14	39,277.07
Principal Building Payment	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	37,800.00
xDepreciation Expense	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	20,460.00
Net Income	15,566.86	37,517.86	1,877.86	5,270.36	-31,588.89	11,633.36	-6,431.39	-23,727.64	65,550.11	20,878.61	-33,941.89	-81,588.14	-18,982.93

Greater Tomball Area Chamber of Commerce

Financial Statements and Independent Accountants' Review Report
for the Year Ended December 31, 2023
(with comparative totals for 2022)



Tipton & Company
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors
Greater Tomball Area Chamber of Commerce
Tomball, Texas

We have reviewed the accompanying financial statements of Greater Tomball Area Chamber of Commerce (a nonprofit organization), which comprise the statement of financial position as of December 31, 2023, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Greater Tomball Area Chamber of Commerce and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Greater Tomball Area Chamber of Commerce's 2022 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated June 21, 2023. The summarized comparative information presented herein as of and for the year ended December 31, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Tipton & Company LLC

Tipton & Company LLC
Certified Public Accountants
Houston, Texas

March 12, 2024

Greater Tomball Area Chamber of Commerce

Statement of Financial Position

<i>As of December 31, (with comparative totals for 2022)</i>	Reviewed 2023	Audited 2022
Assets		
Cash and cash equivalents	\$ 223,989	\$ 588,088
Certificate of deposit	309,821	-
Accounts receivable, net	44,907	35,249
Prepaid expenses	10,291	10,098
Property and equipment, net	825,005	855,120
Total Assets	\$ 1,414,013	\$ 1,488,555
Liabilities and Net Assets		
Liabilities		
Accrued expenses	\$ 31,031	\$ 28,729
Deferred revenues	192,315	175,798
Note payable	381,706	527,582
Deposits	8,300	8,300
Total Liabilities	613,352	740,409
Net Assets		
Without donor restrictions	800,661	748,146
Total Net Assets	800,661	748,146
Total Liabilities and Net Assets	\$ 1,414,013	\$ 1,488,555

Greater Tomball Area Chamber of Commerce

Statement of Activities

Year ended December 31, (with comparative totals for 2022)	Reviewed 2023	Audited 2022
Without Donor Restrictions		
Revenue and Support		
Membership dues	\$ 483,928	\$ 431,425
Special events revenue	204,015	176,519
Direct benefits to donors	(22,952)	(19,129)
Capital improvement campaign	36,000	33,000
First Friday luncheon	42,420	29,402
Networking Breakfast	5,375	4,980
Women's Committee	26,350	37,823
City of Tomball hotel tax revenue	35,000	35,000
Rental income	64,624	64,624
Tenant reimbursements	12,386	11,182
Ads and ad commission	25,400	17,665
Contributed nonfinancial assets	29,008	40,943
Interest and investment income	12,619	1,424
Other income	16,733	14,099
Total Revenue and Support	970,906	878,957
Expenses		
Program Services		
Business resources	325,812	270,070
Advocacy	328,349	289,561
Total Program Services	654,161	559,631
Supporting Services		
General and administrative	127,020	100,685
Fundraising	137,210	117,102
Total Supporting Services	264,230	217,787
Total Expenses	918,391	777,418
Change in Net Assets	52,515	101,539
Net Assets, Beginning of Year	748,146	646,607
Net Assets, End of Year	\$ 800,661	\$ 748,146

See accompanying notes and independent accountants' review report.

Greater Tomball Area Chamber of Commerce
Statement of Functional Expenses

Year ended December 31, (with comparative totals for 2022)	Program Services			Supporting Services			Reviewed	Audited
	Business Resources	Advocacy	Total Program Services	General and Administrative	Fundraising	Total Supporting Services	2023 Total	2022 Total
Payroll and related expenses								
Salaries	\$ 124,819	\$ 124,819	\$ 249,638	\$ 31,205	\$ 31,205	\$ 62,410	\$ 312,048	\$ 237,932
Payroll taxes	10,418	10,418	20,836	2,604	2,604	5,208	26,044	19,106
Employee benefits	14,911	14,911	29,822	3,728	3,728	7,456	37,278	32,936
Total payroll and related expenses	150,148	150,148	300,296	37,537	37,537	75,074	375,370	289,974
Other expenses								
Advertising	2,692	2,692	5,384	2,692	18,846	21,538	26,922	24,550
Bad debt	17,368	17,368	34,736	17,368	17,367	34,735	69,471	77,320
Bank fees	1,352	1,352	2,704	5,414	5,414	10,828	13,532	11,188
Board expenses	-	-	-	6,305	-	6,305	6,305	8,809
Computer maintenance	1,857	1,857	3,714	464	464	928	4,642	4,340
Contract labor	26,579	26,579	53,158	6,645	6,645	13,290	66,448	67,306
Depreciation	12,046	12,046	24,092	3,011	3,012	6,023	30,115	30,104
Dues and subscriptions	1,948	1,948	3,896	487	487	974	4,870	3,971
Employee development	4,906	4,906	9,812	1,226	1,226	2,452	12,264	6,800
Equipment lease	4,885	4,885	9,770	1,221	1,221	2,442	12,212	10,098
First Friday	37,020	-	37,020	-	-	-	37,020	31,047
Health committee	11,046	-	11,046	-	-	-	11,046	6,918
Insurance	4,122	4,122	8,244	1,031	1,031	2,062	10,306	10,042
Interest	6,776	6,776	13,552	1,694	1,694	3,388	16,940	21,408
Miscellaneous	6,410	8,373	14,783	6,276	3	6,279	21,062	13,569
Networking breakfast	1,617	-	1,617	-	-	-	1,617	159
Office supplies	2,277	2,277	4,554	569	569	1,138	5,692	6,396
Payroll service	2,352	2,352	4,704	588	588	1,176	5,880	5,898
Postage and delivery	866	433	1,299	433	1,156	1,589	2,888	3,052
Professional fees	-	-	-	16,005	-	16,005	16,005	7,505
Rent	593	593	1,186	148	148	296	1,482	1,360
Repairs and maintenance	10,078	10,078	20,156	2,519	2,519	5,038	25,194	18,036
Software	2,394	2,394	4,788	599	599	1,198	5,986	5,614
Special events	2,375	37,317	39,692	-	56,110	56,110	95,802	70,586
Taxes - income	-	-	-	10,542	-	10,542	10,542	2,160
Taxes - property	6,318	6,318	12,636	1,580	1,580	3,160	15,796	13,920
Telephone	2,806	2,806	5,612	701	701	1,402	7,014	6,687
Travel and entertainment	-	-	-	720	-	720	720	760
Utilities	4,981	4,981	9,962	1,245	1,245	2,490	12,452	11,006
Womens Committee	-	15,748	15,748	-	-	-	15,748	25,964
Total other expenses	175,664	178,201	353,865	89,483	122,625	212,108	565,973	506,573
Subtotal	325,812	328,349	654,161	127,020	160,162	287,182	941,343	796,547
Less: Direct benefit to donor	-	-	-	-	(22,952)	(22,952)	(22,952)	(19,129)
Total Expenses	\$ 325,812	\$ 328,349	\$ 654,161	\$ 127,020	\$ 137,210	\$ 264,230	\$ 918,391	\$ 777,418

See accompanying notes and independent accountants' review report.

Greater Tomball Area Chamber of Commerce

Statement of Cash Flows

Year Ended December 31, (with comparative totals for 2022)	Reviewed 2023	Audited 2022
Cash Flows From Operating Activities		
Change in net assets	\$ 52,515	\$ 101,539
Adjustments to reconcile change in net assets to net change in operating activities:		
Unrealized (gain)/loss on certificate of deposit	(9,821)	-
Depreciation	30,115	30,104
Bad debt expense	69,471	77,320
Changes in assets and liabilities:		
Accounts receivable	(79,129)	(71,721)
Prepaid expenses	(193)	(263)
Accrued expenses	2,302	12,198
Deferred revenues	16,517	25,913
Total Adjustments	29,262	73,551
Net Change in Operating Activities	81,777	175,090
Cash Flows From Investing Activities		
Purchases of certificate of deposit	(300,000)	-
Purchases of property and equipment	-	(1,219)
Net Change in Investing Activities	(300,000)	(1,219)
Cash Flows From Financing Activities		
Payments on note payable	(145,876)	(45,733)
Net Change in Financing Activities	(145,876)	(45,733)
Net Change in Cash and Cash Equivalents	(364,099)	128,138
Cash and Cash Equivalents, beginning of year	588,088	459,950
Cash and Cash Equivalents, end of year	\$ 223,989	\$ 588,088
Supplemental Disclosures:		
Interest paid	\$ 16,940	\$ 21,408
Federal income taxes paid	\$ 10,542	\$ 2,160

See accompanying notes and independent accountants' review report.

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

The Greater Tomball Area Chamber of Commerce (the “Chamber”) is a not-for-profit organization of citizens who are investing their time and money in a community development program working together to improve the economic, civic, and cultural fortitude of the region, community, or area. The Chamber’s mission is to provide resources and foster relationships that empower businesses to prosper in Tomball and its surrounding communities.

The Chamber is supported through membership dues, contributions, rental income and other miscellaneous revenue. The Chamber conducts the following programs:

- *Business resources* – The Business Resources Division is dedicated to providing and promoting value added, quality networking events to the Chamber’s diverse membership, by ensuring inclusion through new member mentorship programs and by presenting opportunities for personal and business growth. This division invites members to become involved in the Chamber’s programs that will allow relationships to be formed and sustained through a variety of networking events.
- *Advocacy* – The Advocacy Division is committed to being a strong voice for the Chamber’s members and the greater Tomball area community. This will be accomplished by addressing public policy issues with participation from the public, members and elected officials, and holding open discussions about issues that affect the business community including: economic development, education, workforce development, energy and healthcare.

Basis of Accounting

The financial statements of the Chamber have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Basis of Presentation

The Chamber reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

- *Net assets without donor restrictions* are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Chamber, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. Assets restricted solely through the actions of the Board of Directors are reported as net assets without donor restrictions, board-designated.
- *Net assets with donor restrictions* are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or use for a purpose specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-restricted endowment earnings are released when those earnings are appropriated with spending policies and are used for the specified purpose.

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

Cash and Cash Equivalents

The Chamber considers all monies in banks and highly liquid investments with maturities of three months or less from the date of purchase to be cash and cash equivalents. The carrying values of any cash and cash equivalents are deemed to approximate their fair values because of the short maturities of those financial instruments.

Certificates of Deposit

The Chamber has a certificate of deposit totaling \$309,821 bearing interest at 4.33% and maturing January 2024, with an early withdrawal penalty of 360 days of interest.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At December 31, 2023 and 2022, the allowance for bad debts was \$7,021 and \$7,021, respectively.

Property and Equipment

The Chamber capitalizes all expenditures for property, plant and equipment in excess of \$500. Maintenance and repairs are charged to operations when incurred. Major improvements and renewals that extend the life of the asset are capitalized. Purchased property, plant and equipment are carried at cost and are depreciated using the straight-line method based on their estimated useful lives as follows:

Buildings and improvements	39 years
Computers and software	3-5 years
Office equipment	5-7 years
Furniture and fixtures	5-7 years

Contributed Nonfinancial Assets

Donated goods are recognized at fair value as contributions when an unconditional commitment is received from the donor. The related expense is recognized as the item is used or sold. All donated goods were utilized by the Organization's programs and supporting services. There were no donor-imposed restrictions associated with the donated services and assets. Contributions of services are recognized when services received (a) create or enhance nonfinancial assets or (b) require specialize skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

Deferred Revenue

Income from membership dues and subscription fees received in advance is deferred and recognized over the periods to which the dues and fees relate.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. The significant estimates included in the financial statements are the estimates of useful lives used for depreciating property and equipment items.

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

Membership Dues

Membership dues are recognized in the applicable membership period. Any unearned amounts are included in deferred revenue at the end of each accounting period.

Functional Allocation of Expenses

Expenses are categorized in the Statement of Activities as program services, management and general and fundraising. The Chamber's expenses are allocated on a functional basis among these benefited categories:

- Program service expenses: include direct and indirect (allocated) expenses for the various programs offered by the Chamber to fulfill member investment expectations. Expenses that can be identified with a specific program and support services are allocated directly according to their natural expenditure classification. Other expenses, that are common to several functions, are allocated to program services based on time and effort.
- Management and general expenses: include those expenses, ranging from office management to financial services, that are not directly identifiable with any other specific function but provide for the overall support and direction of the Chamber. Those expenses include the basic necessities to be an accredited, well rounded, and effective organization.
- Fundraising expenses: represent costs incurred in connection with fundraising efforts to continue the Chamber's mission. The membership dues alone are not adequate enough to accomplish the Chamber's goals; therefore, fundraising events are held to fill the gap between membership dues and total expenses.

Income Taxes

The Chamber is operating as a not-for-profit corporation, under Section 501(c)(6) of the Internal Revenue Code, and is not subject to income taxes with the exception of unrelated business income. The Chamber conducted unrelated business activities during the current year. Therefore, the Chamber paid \$10,542 and \$2,160 for federal income taxes in the years ended December 31, 2023 and 2022, respectively.

The Chamber applies the provisions of FASB ASC Topic 740, Income Taxes, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Topic 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosures and transition. As of December 31, 2023 and 2022, no uncertain tax positions were identified.

Leases

The Chamber accounts for leases in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, *Leases*. Leases are evaluated using the criteria in FASB ASC 842 to determine whether they will be classified as operating leases or finance leases. The Chamber determines if an arrangement is a lease, or contains a lease, at inception of a contract and when terms of an existing contract are changed. The Chamber determines if an arrangement conveys the right to use an identified asset and whether the Chamber obtains substantially all of the economic benefits from and has the ability to direct the use of the asset. The Chamber recognizes a lease liability and right-of-use (ROU) asset at the commencement date of the lease. The Chamber has elected to not recognize ROU assets and lease liabilities for short-term leases that have an initial lease term of 12 months or less and for leases that management deems immaterial.

Lease liabilities - Lease liabilities are measured based on the present value of future lease payments using the risk-free rate.

Right of use (ROU) assets - ROU assets are recognized at the present value of the lease payments at inception of the lease adjusted, as appropriate, for certain other payments and allowances related to obtaining the lease

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

and placing the asset in service. Lease expense is recognized on a straight-line basis as rent expense in the statement of functional expenses.

Advertising Cost

Advertising costs are expensed when incurred. Advertising costs for the years ended December 31, 2023 and 2022 amounted to \$26,922 and \$24,550, respectively.

Newly Adopted Accounting Pronouncements

Contributed Nonfinancial Assets

In September 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities and changes in net assets, apart from contributions of cash or other financial assets. It also requires a not-for-profit organization to disclose contributed nonfinancial assets recognized within the statement of activities and changes in net assets disaggregated by category that depicts the type of contributed nonfinancial assets and includes additional disclosure requirements for each category of contributed nonfinancial assets recognized. The Organization adopted the new guidance effective July 1, 2022. There was no significant impact as a result of the implementation.

Leases

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The ASU requires most leases to be recognized on the statement of financial position as lease assets and lease liabilities and requires both quantitative and qualitative disclosures regarding key information about leasing arrangements. The Organization adopted the new guidance effective July 1, 2022 using the modified retrospective method. Comparative information for fiscal year 2022 has not been restated and continues to be reported under Accounting Standards Codification (ASC) 840. There was no cumulative effect on beginning net assets for the year ended June 30, 2023.

NOTE 2 – LIQUIDITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of December 31, 2023, comprise the following:

<u>Financial assets:</u>	
Cash and cash equivalents	\$223,989
Certificate of deposit	309,821
Accounts receivable, net	44,907
Financial assets available to meet cash needs for general expenditures within one year	\$578,717

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Chamber considers all expenditures related to its ongoing program activities, as well as the conduct of services undertaken to support those activities, to be general expenditures. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the statement of financial position date. The Chamber sets a goal of having financial assets on hand to meet a minimum of 90 days of normal operating expenses, which are, on average, around \$68,000. As part of its liquidity management, the Chamber has a policy to structure its financial assets to be available as general expenditures, liabilities, and other obligations become due.

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

NOTE 3 – CONCENTRATION OF CREDIT RISKS

The Chamber maintains its cash and certificate of deposit balances in a local bank. These balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Management periodically assesses the financial condition of the financial institutions and believes that any possible credit risk is minimal. As of December 31, 2023 and 2022, the Chamber had approximately \$284,000 and \$338,000, respectively, of cash certificate of deposit balances that were not insured by the FDIC. The Chamber has not experienced any losses in such accounts and believes the risk of future loss is mitigated by monitoring the balances and the financial institutions where the cash is deposited.

NOTE 4 – PROPERTY AND EQUIPMENT

As of December 31, 2023 and 2022, property, plant and equipment consisted of the following:

	Reviewed 2023	Audited 2022
Building and improvements	\$1,112,383	\$1,112,383
Computers and software	17,517	17,517
Office equipment	14,321	14,321
Furniture and fixtures	17,990	17,990
Land	145,000	145,000
Total property and equipment, gross	1,307,211	1,307,211
Less: Accumulated depreciation	(482,206)	(452,091)
Total property and equipment, net	\$825,005	\$855,120

Depreciation expense charged to operations for the years ended December 31, 2023 and 2022 was \$30,115 and \$30,104, respectively.

NOTE 5 – RENTAL INCOME

The Chamber generates rental income from leasing its office space to lessees. As the lessor, the Chamber is required to first determine whether the lease is an operating lease or a finance lease. A finance lease is one in which the risks and rewards inherent in the asset are transferred to the lessee. An operating lease is one in which the risks and rewards inherent in the asset are not transferred to the lessee. Only finance leases are required to be capitalized on the statement of financial position.

The Chamber leases office space to three other organizations as follows and as the risks and reward inherent in the asset are not transferred to the lessee, it has been determined that these leases are operating leases, so these leases have not been capitalized on the statement of financial position:

	Current monthly rent	Lease initiation	Lease expiration	Lease renewal	Renewal expiration
TEDC	\$1,506	9/1/2008	10/31/2013	11/1/2013 11/1/2018 11/1/2023	10/31/2018 10/31/2023 N/A
TRHF	\$3,869	11/1/2017	10/31/2022	11/1/2022	10/31/2024
Envirocon	\$150	4/1/2016	3/31/2020	4/1/2020	3/31/2024

For the years ended December 31, 2023 and 2022, rental income was \$64,624 in both years.

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

Future minimum rentals expected to be collected are as follows:

For the years ending December 31,	
2024	\$ 39,140
Thereafter	-
Total	\$ 39,140

NOTE 6 – LEASE AGREEMENTS

The Chamber has entered into noncancelable operating leases that expire in 2024 and 2026. For the years ended December 31, 2023 and 2022, the total rental expense under these leases was \$13,694 and \$11,458, respectively. The Chamber's lease arrangements are not recognized in the statement of financial position as they are immaterial. Future minimum lease payments are as follows:

For the years ending December 31,	
2024	\$2,749
2025	1,969
2026	492
Thereafter	-
Total	\$5,210

NOTE 7 – NOTE PAYABLE

The Chamber had a note payable due in monthly installments to a financial institution for an office building in the amount of \$6,729 for 83 months beginning January 10, 2010 through November 10, 2016. This note was secured by the Quinn Road office building, with interest at 5% through October 9, 2021. On December 10, 2016, a balloon payment of any unpaid principal and interest became due and payable, at which time the loan was modified to require monthly installments of \$5,595 at the same interest rate and terms and to become due and payable on December 10, 2023. Effective October 10, 2021, the interest rate was modified to 4%, requiring the same monthly installments and due date. In December 2023, the interest rate was modified to 7% and the note is due and payable on demand. If demand is not earlier made, the note shall be due and payable in monthly payments of principal and interest of \$5,224, commencing on January 10, 2024 through December 10, 2026, when the entire amount remaining unpaid shall be due and payable.

As of December 31, 2023 and 2022, the balance was \$381,706 and \$527,582, respectively. Future scheduled maturities of the note payable are as follows:

For the years ending December 31,	
2024	\$381,706
Thereafter	-
Total	\$381,706

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

NOTE 8 – CONCENTRATIONS

For the years ended December 31, 2023 and 2022, respectively, approximately fifty percent (50%) and forty-nine percent (49%) of the Chamber's total revenue and support came from membership dues.

The Chamber conducts its operations solely in the greater Tomball area, and, therefore, is subject to risks from changes in local economic conditions. A downturn in the local economy could cause a decrease in membership dues and revenue.

NOTE 9 – CONTRIBUTED NONFINANCIAL ASSETS

For the years ended December 31, 2023 and 2022, the Chamber's contributed nonfinancial assets consist of the following:

	2023	2022
Advertising	\$22,720	\$22,720
Repairs and maintenance	6,600	6,600
Supplies	4,500	3,500
Venues	6,300	5,300
Miscellaneous	3,348	2,823
Total contributed nonfinancial assets	\$43,468	\$40,943

Contributed advertising and repairs and maintenance are used in the Chamber's administrative activities. Contributed supplies are used in the Chamber's fundraising activities. Contributed venue costs are used in the Chamber's program activities and fundraising activities. Other miscellaneous donated assets are used across all Chamber activities. All contributed nonfinancial assets are valued at fair market value at the date of donation.

NOTE 10 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 12, 2024, the date the financial statements were available to be issued. No events were identified that are required to be disclosed or would have a material impact on reported net assets or changes in net assets.

**GREATER TOMBALL AREA CHAMBER OF COMMERCE
2024 BOARD OF DIRECTORS**

CHAIR OF THE BOARD

Raymond Francois*

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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Greater Tomball Area Chamber of Commerce</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>PO Box 516</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code</p> <p>Tomball, TX 77377-0516</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number													
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or													
Employer identification number													
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7	4	-	1										
4	9	5	1										
2	5												

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 4/1/24
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

City Council Meeting Agenda Item Data Sheet

Meeting Date: October 21, 2024

Topic:

Consideration of Application from the Greater Tomball Area Chamber of Commerce for use of FY 2024-2025 Hotel Occupancy Tax Funds for the Visitor Center.

Background:

Origination: Finance

Recommendation:

Party(ies) responsible for placing this item on agenda: Sueanne Larson, Finance Manager

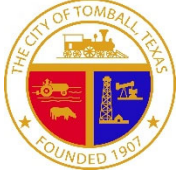
FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: 240-240-6351

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

Signed	<u>Bragg Farmer</u>	Approved by	_____
	Finance Director		City Manager
			Date
			<u>9/6/2024</u>



City of Tomball Application for Use of Hotel Occupancy Tax

Application Date: 6/21/2024
Name of Organization/Business: Greater Tomball Area Chamber of Commerce
Street Address: 29201 Quinn Road, Suite B
City: Tomball State: TX Zip Code: 77375
Contact Name: Brandy Beyer
Phone Number: 281.351.7222 Email: bbeyer@tomballchamber.org

Type of Organization/Business: Private/For-Profit Non-Profit
Purpose of organization/business: The Greater Tomball Area Chamber of Commerce provides resources and fosters relationships that empower businesses to prosper in Tomball and its surrounding communities.

Does your event/expenditure pass Part One of the statutory Hotel Occupancy Tax test listed below?

Defined specifically as directly enhancing and promoting tourism in Tomball and directly promoting the overnight accommodation industry in Tomball by increasing overnight stays.

Yes No

Does your event/expenditure pass Part Two of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one of more of the following categories?

Select all categories that apply.

- Establishment, improvement or maintenance of a convention or visitor center
- Administrative cost for facilitating convention registration
- Advertising, solicitations, and promotions that attracts tourists and delegates
- Encouragement, promotion, improvement, and application of the arts
- Historical restoration or preservation programs
- Signage directing tourists to attractions visited by hotel guests
- None of the above

Is this a new event/expenditure? Yes No

Name of the event/expenditure: Visitor Center

Website address of event/expenditure: www.tomballchamber.org

Date(s) of event/expenditure: Monday - Friday, 8am - 5pm

Location of event/expenditure: 29201 Quinn Road, Suite B

Description of event/expenditure: daily handling of walk-ins, calls and emails for people looking to visit Tomball for events as well as making trips to look at homes for relocating

Estimated local attendees: 200 Estimated out of town attendees: 500

If approved, how will the grant funds be used? reimbursement for visitor center costs maintaining office, supplies for mailing visitor packets, staff to handle visitors

How will you measure the impact of your event on local overnight accommodations? by tracking calls and email requests for local hotel information

Amount of funding requested: \$ 10,000

Current operating budget for the event/expenditure: \$ 69,174

Total funding dedicated to advertising/promotion of event/expenditure: \$ _____

Organization's direct contribution to the operating and advertising budget: \$ 69,174

Please indicate all promotion efforts your organization will utilize to alert visitors of the event/expenditure:

- Paid Advertising Radio Television Brochures
 Social Media Newspaper Online/Digital Press Release

How do you intend to advertise or promote your event to gain overnight stays in Tomball? as a visitor center, chambers of commerce have a long standing history of being the first place visitors stop when they come to a new town.

The GTACC is publicized through our website, in the World Chamber of Commerce Directory, as a member of the US Chamber of Commerce, Texas Association of Business, Texas Chamber of Commerce Executives and the American Chamber of Commerce Executives.

1. I have read the entire information in this application packet and understand and will comply with all provisions therein; and that I intend to use the grant for the event/expenditure to directly enhance and promote the tourism and hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.
2. I will abide by all relevant local, state, and federal laws/regulations regarding the use of Hotel Occupancy Tax.
3. I understand that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.
4. Applicant acknowledges that if grant funds are awarded, the event organizers agree to allow the financials of this event to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

Applicant Signature: Brandy Beyer

Digitally signed by Brandy Beyer
Date: 2024.06.21 10:01:05 -05'00'

Applicant Name: Brandy Beyer

Required Documents:

- Itemized budget of expenditures for grant funds
- Organization's most recent annual budget
- Organization's most recent financial statements – must be audited for grants exceeding \$100,000
- List of Board of Directors/Event Committee with contact information
- IRS Form W-9 – required if not currently on file with the City of Tomball
- Any other information that supports the request for funding

Please submit applications by email to finance@tomballtx.gov or mail/deliver to:

City of Tomball
Attn: Finance Dept.
501 James Street
Tomball, Texas 77375

Visitor Center Budget

Rent	25,974.00
CAM Expense	12,000.00
Office Supplies/Postage	1,200.00
Personnel	30,000.00

Total Expenses: 69,174.00

Grant Request: 10,000.00

Greater Tomball Area Chamber of Commerce
2024 Budget Overview
 January through December 2024

	<u>Jan 24</u>	<u>Feb 24</u>	<u>Mar 24</u>	<u>Apr 24</u>	<u>May 24</u>	<u>Jun 24</u>	<u>Jul 24</u>	<u>Aug 24</u>	<u>Sep 24</u>	<u>Oct 24</u>	<u>Nov 24</u>	<u>Dec 24</u>	<u>TOTAL</u> <u>Jan - Dec 24</u>
Ordinary Income/Expense													
Income													
Income													
Rent Income	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	64,620.00
Capital Campaign	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Health & Wellness	1,500.00		500.00	1,000.00	1,000.00	4,000.00	1,000.00	1,000.00	2,000.00	3,000.00			15,000.00
Hotel/Motel Tax									45,000.00				45,000.00
First Friday	3,500.00	3,500.00	3,500.00	3,000.00	3,000.00	3,000.00	2,000.00	3,000.00	3,500.00	3,000.00	3,000.00	3,000.00	37,000.00
Networking Breakfast	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	500.00	500.00	5,000.00
Women's Committee	900.00	900.00	0.00	900.00	400.00	900.00	0.00	400.00	23,000.00	900.00	900.00	800.00	30,000.00
Tomball Leadership Day					5,000.00								5,000.00
Interest Income	3,600.00	250.00	250.00	3,700.00	250.00	250.00	3,700.00	250.00	250.00	3,800.00	250.00	250.00	16,800.00
Membership Dues													
New	10,000.00	10,000.00	5,000.00	4,000.00	4,000.00	5,000.00	5,000.00	5,000.00	8,000.00	7,000.00	7,000.00	5,000.00	75,000.00
Allowance Non-Renewal	-5,979.50	-6,958.50	-4,178.50	-3,566.00	-2,317.75	-3,248.00	-2,415.25	-3,769.00	-4,525.75	-4,742.25	-3,187.75	-2,369.50	-47,257.75
Renewal	59,795.00	69,585.00	41,785.00	35,660.00	23,177.50	32,480.00	24,152.50	37,690.00	45,257.50	47,422.50	31,877.50	23,695.00	472,577.50
Total Membership Dues	63,815.50	72,626.50	42,606.50	36,094.00	24,859.75	34,232.00	26,737.25	38,921.00	48,731.75	49,680.25	35,689.75	26,325.50	500,319.75
Miscellaneous Income	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	2,640.00
Publications/Products													
Magazine/Map/Website	250.00			2,000.00	12,250.00		250.00			250.00			15,000.00
Total Publications	250.00	0.00	0.00	2,000.00	12,250.00	0.00	250.00	0.00	0.00	250.00	0.00	0.00	15,000.00
Special Events													
Banquet	10,000.00	25,000.00											35,000.00
Golf Classic		10,000.00	12,000.00	15,000.00									37,000.00
Tomball Night						10,000.00	20,000.00	5,000.00					35,000.00
Holiday Parade						15,000.00			3,000.00	15,000.00	12,000.00		45,000.00
Miss Tomball Pageant									4,000.00	18,000.00	13,000.00		35,000.00
Total Special Events	10,000.00	35,000.00	12,000.00	15,000.00	0.00	25,000.00	20,000.00	5,000.00	7,000.00	33,000.00	25,000.00	0.00	187,000.00
Total Income	92,570.50	121,281.50	67,861.50	70,699.00	55,764.75	76,387.00	62,692.25	57,576.00	138,486.75	#####	73,944.75	39,480.50	959,379.75
Total Income	92,570.50	121,281.50	67,861.50	70,699.00	55,764.75	76,387.00	62,692.25	57,576.00	138,486.75	#####	73,944.75	39,480.50	959,379.75
Gross Profit	92,570.50	121,281.50	67,861.50	70,699.00	55,764.75	76,387.00	62,692.25	57,576.00	138,486.75	#####	73,944.75	39,480.50	959,379.75
Expense													
Building Expense													
Alarm	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
Cleaning	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	8,880.00
Electricity	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	12,600.00
Building Interest	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	26,400.00
Reimbursed by tenants	-2,000.00	-720.00	-720.00	-1,300.00	-720.00	-720.00	-1,300.00	-720.00	-720.00	-1,400.00	-720.00	-720.00	-11,760.00
Repairs/Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00

Greater Tomball Area Chamber of Commerce
2024 Budget Overview
 January through December 2024

	<u>Jan 24</u>	<u>Feb 24</u>	<u>Mar 24</u>	<u>Apr 24</u>	<u>May 24</u>	<u>Jun 24</u>	<u>Jul 24</u>	<u>Aug 24</u>	<u>Sep 24</u>	<u>Oct 24</u>	<u>Nov 24</u>	<u>Dec 24</u>	<u>TOTAL</u> <u>Jan - Dec 24</u>
Total Building Expense	3,015.00	4,295.00	4,295.00	3,715.00	4,295.00	4,295.00	3,715.00	4,295.00	4,295.00	3,615.00	4,295.00	4,295.00	48,420.00
Accounting Expense	4,100.00	1,000.00									2,500.00		7,600.00
Advertising							2,000.00	2,000.00		1,000.00	3,000.00		8,000.00
Bad Debt Expense	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	10,000.00	4,000.00	20,000.00	70,000.00
Health & Wellness		1,000.00			1,000.00			1,000.00	4,000.00	4,000.00			11,000.00
First Friday	3,000.00	3,500.00	3,000.00	3,000.00	2,500.00	2,500.00	2,500.00	3,000.00	3,000.00	3,000.00	2,500.00	2,500.00	34,000.00
Networking Breakfast	150.00	150.00	150.00	100.00	150.00	150.00	100.00	100.00	150.00	150.00	150.00	200.00	1,700.00
Women's Committee	900.00	900.00	0.00	900.00	900.00	900.00	0.00	900.00	2,000.00	900.00	900.00	10,800.00	20,000.00
Tomball Leadership Day					5,000.00								5,000.00
Young Professionals	100.00			100.00			100.00			100.00			400.00
Bank Fees	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	14,400.00
Board of Directors		500.00							3,000.00	3,700.00	300.00		7,500.00
Dues and Subscriptions	1,130.00				500.00			750.00			50.00	1,112.00	3,542.00
Employee Expense													
SUTA	1,200.00	500.00	200.00	100.00									2,000.00
Development	1,500.00	1,550.00			2,000.00	2,000.00	5,000.00	1,150.00	300.00	1,500.00			15,000.00
FUTA	100.00	40.00	30.00	5.00									175.00
Group Insurance	3,017.00	3,017.00	3,017.00	3,017.00	3,017.00	3,017.00	3,017.00	3,017.00	4,000.00	4,000.00	4,000.00	4,000.00	40,136.00
Cell Phone Allowance	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	3,360.00
Payroll Services	480.00	600.00	480.00	480.00	480.00	480.00	480.00	480.00	480.00	480.00	480.00	480.00	5,880.00
Payroll Taxes	2,050.00	2,100.00	2,050.00	2,100.00	2,050.00	2,050.00	2,050.00	2,100.00	2,050.00	2,050.00	2,150.00	3,020.00	25,820.00
Salaries													
TACC	32,450.00	34,000.00	32,450.00	34,000.00	32,450.00	32,450.00	32,450.00	34,000.00	32,450.00	32,450.00	35,000.00	32,450.00	396,600.00
Bonus												17,300.00	17,300.00
Contract Labor		100.00	100.00			100.00		100.00		100.00	100.00		600.00
Total Salaries	<u>32,450.00</u>	<u>34,100.00</u>	<u>32,550.00</u>	<u>34,000.00</u>	<u>32,450.00</u>	<u>32,550.00</u>	<u>32,450.00</u>	<u>34,100.00</u>	<u>32,450.00</u>	<u>32,550.00</u>	<u>35,100.00</u>	<u>49,750.00</u>	<u>414,500.00</u>
Total Employee Expense	41,077.00	42,187.00	38,607.00	39,982.00	40,277.00	40,377.00	43,277.00	41,127.00	39,560.00	40,860.00	42,010.00	57,530.00	506,871.00
Insurance													
Worker's Compensation	40.33	40.33	40.33	40.33	40.33	40.33	40.33	40.33	40.33	40.33	40.33	40.33	483.96
Officer & Director Liability	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	1,761.96
General Liab.	687.75	687.75	687.75	687.75	687.75	687.75	687.75	687.75	687.75	687.75	687.75	687.75	8,253.00
Total Insurance	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>874.91</u>	<u>10,498.92</u>
Membership/Misc. Expense	2,000.00	2,500.00	800.00	800.00	2,000.00	600.00	1,000.00	1,800.00	500.00	1,000.00	1,000.00	2,500.00	16,500.00
Office Equipment Expense													
Database	6,250.00												6,250.00
Computer Maintenance	300.00	300.00	2,000.00	300.00	300.00	300.00	300.00	300.00	300.00	800.00	300.00	300.00	5,800.00
Copier Lease	500.00	900.00	800.00	500.00	700.00	700.00	900.00	1,000.00	500.00	600.00	400.00	500.00	8,000.00
Pitney Bowes			600.00			600.00			600.00			600.00	2,400.00
Total Office Equip Expense	<u>7,050.00</u>	<u>1,200.00</u>	<u>3,400.00</u>	<u>800.00</u>	<u>1,000.00</u>	<u>1,600.00</u>	<u>1,200.00</u>	<u>1,300.00</u>	<u>1,400.00</u>	<u>1,400.00</u>	<u>700.00</u>	<u>1,400.00</u>	<u>22,450.00</u>
Office Supplies	750.00	300.00	500.00	800.00	1,000.00	100.00	500.00	300.00	300.00	300.00	750.00	2,400.00	0

Greater Tomball Area Chamber of Commerce
2024 Budget Overview
 January through December 2024

	<u>Jan 24</u>	<u>Feb 24</u>	<u>Mar 24</u>	<u>Apr 24</u>	<u>May 24</u>	<u>Jun 24</u>	<u>Jul 24</u>	<u>Aug 24</u>	<u>Sep 24</u>	<u>Oct 24</u>	<u>Nov 24</u>	<u>Dec 24</u>	<u>TOTAL</u> <u>Jan - Dec 24</u>
Postage & Delivery	0.00	500.00	500.00	500.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00	100.00	2,600.00
Property Tax Expense	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	1,371.31	16,455.72
Income Tax Expense	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	7,601.04
Rent	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	1,584.00
Special Events													
Banquet		12,000.00	1,000.00										13,000.00
Golf Classic				1,000.00	15,000.00								16,000.00
Tomball Night							1,000.00	11,000.00					12,000.00
Holiday Parade									1,000.00	1,000.00	21,000.00	1,000.00	24,000.00
Miss Tomball Pageant													
Scholarship Expense											10,000.00		10,000.00
Pageant - Other										500.00	5,000.00	7,500.00	13,000.00
Total Miss Tomball										<u>500.00</u>	<u>15,000.00</u>	<u>7,500.00</u>	<u>23,000.00</u>
Total Special Events	0.00	12,000.00	1,000.00	1,000.00	15,000.00	0.00	1,000.00	11,000.00	1,000.00	1,500.00	36,000.00	8,500.00	88,000.00
Telephone Expenses	585.00	585.00	585.00	585.00	585.00	585.00	585.00	585.00	585.00	585.00	585.00	585.00	7,020.00
Travel & Entertainment	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	960.00
Total Expense	<u>72,148.64</u>	<u>78,908.64</u>	<u>61,128.64</u>	<u>60,573.64</u>	<u>82,498.64</u>	<u>59,898.64</u>	<u>64,268.64</u>	<u>76,448.64</u>	<u>68,081.64</u>	<u>76,901.64</u>	<u>103,031.64</u>	<u>116,213.64</u>	<u>920,102.68</u>
Net Ordinary Income	<u>20,421.86</u>	<u>42,372.86</u>	<u>6,732.86</u>	<u>10,125.36</u>	<u>-26,733.89</u>	<u>16,488.36</u>	<u>-1,576.39</u>	<u>-18,872.64</u>	<u>70,405.11</u>	<u>25,733.61</u>	<u>-29,086.89</u>	<u>-76,733.14</u>	<u>39,277.07</u>
Principal Building Payment	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	37,800.00
xDepreciation Expense	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	20,460.00
Net Income	<u>15,566.86</u>	<u>37,517.86</u>	<u>1,877.86</u>	<u>5,270.36</u>	<u>-31,588.89</u>	<u>11,633.36</u>	<u>-6,431.39</u>	<u>-23,727.64</u>	<u>65,550.11</u>	<u>20,878.61</u>	<u>-33,941.89</u>	<u>-81,588.14</u>	<u>-18,982.93</u>

Greater Tomball Area Chamber of Commerce

Financial Statements and Independent Accountants' Review Report
for the Year Ended December 31, 2023
(with comparative totals for 2022)



Tipton & Company
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors
Greater Tomball Area Chamber of Commerce
Tomball, Texas

We have reviewed the accompanying financial statements of Greater Tomball Area Chamber of Commerce (a nonprofit organization), which comprise the statement of financial position as of December 31, 2023, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Greater Tomball Area Chamber of Commerce and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Greater Tomball Area Chamber of Commerce's 2022 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated June 21, 2023. The summarized comparative information presented herein as of and for the year ended December 31, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Tipton & Company LLC

Tipton & Company LLC
Certified Public Accountants
Houston, Texas

March 12, 2024

Greater Tomball Area Chamber of Commerce

Statement of Financial Position

<i>As of December 31, (with comparative totals for 2022)</i>	Reviewed 2023	Audited 2022
Assets		
Cash and cash equivalents	\$ 223,989	\$ 588,088
Certificate of deposit	309,821	-
Accounts receivable, net	44,907	35,249
Prepaid expenses	10,291	10,098
Property and equipment, net	825,005	855,120
Total Assets	\$ 1,414,013	\$ 1,488,555
Liabilities and Net Assets		
Liabilities		
Accrued expenses	\$ 31,031	\$ 28,729
Deferred revenues	192,315	175,798
Note payable	381,706	527,582
Deposits	8,300	8,300
Total Liabilities	613,352	740,409
Net Assets		
Without donor restrictions	800,661	748,146
Total Net Assets	800,661	748,146
Total Liabilities and Net Assets	\$ 1,414,013	\$ 1,488,555

Greater Tomball Area Chamber of Commerce

Statement of Activities

<i>Year ended December 31, (with comparative totals for 2022)</i>	Reviewed 2023	Audited 2022
Without Donor Restrictions		
Revenue and Support		
Membership dues	\$ 483,928	\$ 431,425
Special events revenue	204,015	176,519
Direct benefits to donors	(22,952)	(19,129)
Capital improvement campaign	36,000	33,000
First Friday luncheon	42,420	29,402
Networking Breakfast	5,375	4,980
Women's Committee	26,350	37,823
City of Tomball hotel tax revenue	35,000	35,000
Rental income	64,624	64,624
Tenant reimbursements	12,386	11,182
Ads and ad commission	25,400	17,665
Contributed nonfinancial assets	29,008	40,943
Interest and investment income	12,619	1,424
Other income	16,733	14,099
Total Revenue and Support	970,906	878,957
Expenses		
Program Services		
Business resources	325,812	270,070
Advocacy	328,349	289,561
Total Program Services	654,161	559,631
Supporting Services		
General and administrative	127,020	100,685
Fundraising	137,210	117,102
Total Supporting Services	264,230	217,787
Total Expenses	918,391	777,418
Change in Net Assets	52,515	101,539
Net Assets, Beginning of Year	748,146	646,607
Net Assets, End of Year	\$ 800,661	\$ 748,146

See accompanying notes and independent accountants' review report.

Greater Tomball Area Chamber of Commerce
Statement of Functional Expenses

Year ended December 31, (with comparative totals for 2022)	Program Services			Supporting Services			Reviewed 2023 Total	Audited 2022 Total
	Business Resources	Advocacy	Total Program Services	General and Administrative	Fundraising	Total Supporting Services		
Payroll and related expenses								
Salaries	\$ 124,819	\$ 124,819	\$ 249,638	\$ 31,205	\$ 31,205	\$ 62,410	\$ 312,048	\$ 237,932
Payroll taxes	10,418	10,418	20,836	2,604	2,604	5,208	26,044	19,106
Employee benefits	14,911	14,911	29,822	3,728	3,728	7,456	37,278	32,936
Total payroll and related expenses	150,148	150,148	300,296	37,537	37,537	75,074	375,370	289,974
Other expenses								
Advertising	2,692	2,692	5,384	2,692	18,846	21,538	26,922	24,550
Bad debt	17,368	17,368	34,736	17,368	17,367	34,735	69,471	77,320
Bank fees	1,352	1,352	2,704	5,414	5,414	10,828	13,532	11,188
Board expenses	-	-	-	6,305	-	6,305	6,305	8,809
Computer maintenance	1,857	1,857	3,714	464	464	928	4,642	4,340
Contract labor	26,579	26,579	53,158	6,645	6,645	13,290	66,448	67,306
Depreciation	12,046	12,046	24,092	3,011	3,012	6,023	30,115	30,104
Dues and subscriptions	1,948	1,948	3,896	487	487	974	4,870	3,971
Employee development	4,906	4,906	9,812	1,226	1,226	2,452	12,264	6,800
Equipment lease	4,885	4,885	9,770	1,221	1,221	2,442	12,212	10,098
First Friday	37,020	-	37,020	-	-	-	37,020	31,047
Health committee	11,046	-	11,046	-	-	-	11,046	6,918
Insurance	4,122	4,122	8,244	1,031	1,031	2,062	10,306	10,042
Interest	6,776	6,776	13,552	1,694	1,694	3,388	16,940	21,408
Miscellaneous	6,410	8,373	14,783	6,276	3	6,279	21,062	13,569
Networking breakfast	1,617	-	1,617	-	-	-	1,617	159
Office supplies	2,277	2,277	4,554	569	569	1,138	5,692	6,396
Payroll service	2,352	2,352	4,704	588	588	1,176	5,880	5,898
Postage and delivery	866	433	1,299	433	1,156	1,589	2,888	3,052
Professional fees	-	-	-	16,005	-	16,005	16,005	7,505
Rent	593	593	1,186	148	148	296	1,482	1,360
Repairs and maintenance	10,078	10,078	20,156	2,519	2,519	5,038	25,194	18,036
Software	2,394	2,394	4,788	599	599	1,198	5,986	5,614
Special events	2,375	37,317	39,692	-	56,110	56,110	95,802	70,586
Taxes - income	-	-	-	10,542	-	10,542	10,542	2,160
Taxes - property	6,318	6,318	12,636	1,580	1,580	3,160	15,796	13,920
Telephone	2,806	2,806	5,612	701	701	1,402	7,014	6,687
Travel and entertainment	-	-	-	720	-	720	720	760
Utilities	4,981	4,981	9,962	1,245	1,245	2,490	12,452	11,006
Womens Committee	-	15,748	15,748	-	-	-	15,748	25,964
Total other expenses	175,664	178,201	353,865	89,483	122,625	212,108	565,973	506,573
Subtotal	325,812	328,349	654,161	127,020	160,162	287,182	941,343	796,547
Less: Direct benefit to donor	-	-	-	-	(22,952)	(22,952)	(22,952)	(19,129)
Total Expenses	\$ 325,812	\$ 328,349	\$ 654,161	\$ 127,020	\$ 137,210	\$ 264,230	\$ 918,391	\$ 777,418

See accompanying notes and independent accountants' review report.

Greater Tomball Area Chamber of Commerce

Statement of Cash Flows

<i>Year Ended December 31, (with comparative totals for 2022)</i>	Reviewed 2023	Audited 2022
Cash Flows From Operating Activities		
Change in net assets	\$ 52,515	\$ 101,539
Adjustments to reconcile change in net assets to net change in operating activities:		
Unrealized (gain)/loss on certificate of deposit	(9,821)	-
Depreciation	30,115	30,104
Bad debt expense	69,471	77,320
Changes in assets and liabilities:		
Accounts receivable	(79,129)	(71,721)
Prepaid expenses	(193)	(263)
Accrued expenses	2,302	12,198
Deferred revenues	16,517	25,913
Total Adjustments	29,262	73,551
Net Change in Operating Activities	81,777	175,090
Cash Flows From Investing Activities		
Purchases of certificate of deposit	(300,000)	-
Purchases of property and equipment	-	(1,219)
Net Change in Investing Activities	(300,000)	(1,219)
Cash Flows From Financing Activities		
Payments on note payable	(145,876)	(45,733)
Net Change in Financing Activities	(145,876)	(45,733)
Net Change in Cash and Cash Equivalents	(364,099)	128,138
Cash and Cash Equivalents, beginning of year	588,088	459,950
Cash and Cash Equivalents, end of year	\$ 223,989	\$ 588,088
Supplemental Disclosures:		
Interest paid	\$ 16,940	\$ 21,408
Federal income taxes paid	\$ 10,542	\$ 2,160

See accompanying notes and independent accountants' review report.

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

The Greater Tomball Area Chamber of Commerce (the “Chamber”) is a not-for-profit organization of citizens who are investing their time and money in a community development program working together to improve the economic, civic, and cultural fortitude of the region, community, or area. The Chamber’s mission is to provide resources and foster relationships that empower businesses to prosper in Tomball and its surrounding communities.

The Chamber is supported through membership dues, contributions, rental income and other miscellaneous revenue. The Chamber conducts the following programs:

- *Business resources* – The Business Resources Division is dedicated to providing and promoting value added, quality networking events to the Chamber’s diverse membership, by ensuring inclusion through new member mentorship programs and by presenting opportunities for personal and business growth. This division invites members to become involved in the Chamber’s programs that will allow relationships to be formed and sustained through a variety of networking events.
- *Advocacy* – The Advocacy Division is committed to being a strong voice for the Chamber’s members and the greater Tomball area community. This will be accomplished by addressing public policy issues with participation from the public, members and elected officials, and holding open discussions about issues that affect the business community including: economic development, education, workforce development, energy and healthcare.

Basis of Accounting

The financial statements of the Chamber have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Basis of Presentation

The Chamber reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

- *Net assets without donor restrictions* are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Chamber, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. Assets restricted solely through the actions of the Board of Directors are reported as net assets without donor restrictions, board-designated.
- *Net assets with donor restrictions* are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or use for a purpose specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-restricted endowment earnings are released when those earnings are appropriated with spending policies and are used for the specified purpose.

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

Cash and Cash Equivalents

The Chamber considers all monies in banks and highly liquid investments with maturities of three months or less from the date of purchase to be cash and cash equivalents. The carrying values of any cash and cash equivalents are deemed to approximate their fair values because of the short maturities of those financial instruments.

Certificates of Deposit

The Chamber has a certificate of deposit totaling \$309,821 bearing interest at 4.33% and maturing January 2024, with an early withdrawal penalty of 360 days of interest.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At December 31, 2023 and 2022, the allowance for bad debts was \$7,021 and \$7,021, respectively.

Property and Equipment

The Chamber capitalizes all expenditures for property, plant and equipment in excess of \$500. Maintenance and repairs are charged to operations when incurred. Major improvements and renewals that extend the life of the asset are capitalized. Purchased property, plant and equipment are carried at cost and are depreciated using the straight-line method based on their estimated useful lives as follows:

Buildings and improvements	39 years
Computers and software	3-5 years
Office equipment	5-7 years
Furniture and fixtures	5-7 years

Contributed Nonfinancial Assets

Donated goods are recognized at fair value as contributions when an unconditional commitment is received from the donor. The related expense is recognized as the item is used or sold. All donated goods were utilized by the Organization's programs and supporting services. There were no donor-imposed restrictions associated with the donated services and assets. Contributions of services are recognized when services received (a) create or enhance nonfinancial assets or (b) require specialize skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

Deferred Revenue

Income from membership dues and subscription fees received in advance is deferred and recognized over the periods to which the dues and fees relate.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. The significant estimates included in the financial statements are the estimates of useful lives used for depreciating property and equipment items.

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

Membership Dues

Membership dues are recognized in the applicable membership period. Any unearned amounts are included in deferred revenue at the end of each accounting period.

Functional Allocation of Expenses

Expenses are categorized in the Statement of Activities as program services, management and general and fundraising. The Chamber's expenses are allocated on a functional basis among these benefited categories:

- Program service expenses: include direct and indirect (allocated) expenses for the various programs offered by the Chamber to fulfill member investment expectations. Expenses that can be identified with a specific program and support services are allocated directly according to their natural expenditure classification. Other expenses, that are common to several functions, are allocated to program services based on time and effort.
- Management and general expenses: include those expenses, ranging from office management to financial services, that are not directly identifiable with any other specific function but provide for the overall support and direction of the Chamber. Those expenses include the basic necessities to be an accredited, well rounded, and effective organization.
- Fundraising expenses: represent costs incurred in connection with fundraising efforts to continue the Chamber's mission. The membership dues alone are not adequate enough to accomplish the Chamber's goals; therefore, fundraising events are held to fill the gap between membership dues and total expenses.

Income Taxes

The Chamber is operating as a not-for-profit corporation, under Section 501(c)(6) of the Internal Revenue Code, and is not subject to income taxes with the exception of unrelated business income. The Chamber conducted unrelated business activities during the current year. Therefore, the Chamber paid \$10,542 and \$2,160 for federal income taxes in the years ended December 31, 2023 and 2022, respectively.

The Chamber applies the provisions of FASB ASC Topic 740, Income Taxes, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Topic 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosures and transition. As of December 31, 2023 and 2022, no uncertain tax positions were identified.

Leases

The Chamber accounts for leases in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, *Leases*. Leases are evaluated using the criteria in FASB ASC 842 to determine whether they will be classified as operating leases or finance leases. The Chamber determines if an arrangement is a lease, or contains a lease, at inception of a contract and when terms of an existing contract are changed. The Chamber determines if an arrangement conveys the right to use an identified asset and whether the Chamber obtains substantially all of the economic benefits from and has the ability to direct the use of the asset. The Chamber recognizes a lease liability and right-of-use (ROU) asset at the commencement date of the lease. The Chamber has elected to not recognize ROU assets and lease liabilities for short-term leases that have an initial lease term of 12 months or less and for leases that management deems immaterial.

Lease liabilities - Lease liabilities are measured based on the present value of future lease payments using the risk-free rate.

Right of use (ROU) assets - ROU assets are recognized at the present value of the lease payments at inception of the lease adjusted, as appropriate, for certain other payments and allowances related to obtaining the lease

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

and placing the asset in service. Lease expense is recognized on a straight-line basis as rent expense in the statement of functional expenses.

Advertising Cost

Advertising costs are expensed when incurred. Advertising costs for the years ended December 31, 2023 and 2022 amounted to \$26,922 and \$24,550, respectively.

Newly Adopted Accounting Pronouncements

Contributed Nonfinancial Assets

In September 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities and changes in net assets, apart from contributions of cash or other financial assets. It also requires a not-for-profit organization to disclose contributed nonfinancial assets recognized within the statement of activities and changes in net assets disaggregated by category that depicts the type of contributed nonfinancial assets and includes additional disclosure requirements for each category of contributed nonfinancial assets recognized. The Organization adopted the new guidance effective July 1, 2022. There was no significant impact as a result of the implementation.

Leases

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The ASU requires most leases to be recognized on the statement of financial position as lease assets and lease liabilities and requires both quantitative and qualitative disclosures regarding key information about leasing arrangements. The Organization adopted the new guidance effective July 1, 2022 using the modified retrospective method. Comparative information for fiscal year 2022 has not been restated and continues to be reported under Accounting Standards Codification (ASC) 840. There was no cumulative effect on beginning net assets for the year ended June 30, 2023.

NOTE 2 – LIQUIDITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of December 31, 2023, comprise the following:

<u>Financial assets:</u>	
Cash and cash equivalents	\$223,989
Certificate of deposit	309,821
Accounts receivable, net	44,907
Financial assets available to meet cash needs for general expenditures within one year	\$578,717

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Chamber considers all expenditures related to its ongoing program activities, as well as the conduct of services undertaken to support those activities, to be general expenditures. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the statement of financial position date. The Chamber sets a goal of having financial assets on hand to meet a minimum of 90 days of normal operating expenses, which are, on average, around \$68,000. As part of its liquidity management, the Chamber has a policy to structure its financial assets to be available as general expenditures, liabilities, and other obligations become due.

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

NOTE 3 – CONCENTRATION OF CREDIT RISKS

The Chamber maintains its cash and certificate of deposit balances in a local bank. These balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Management periodically assesses the financial condition of the financial institutions and believes that any possible credit risk is minimal. As of December 31, 2023 and 2022, the Chamber had approximately \$284,000 and \$338,000, respectively, of cash certificate of deposit balances that were not insured by the FDIC. The Chamber has not experienced any losses in such accounts and believes the risk of future loss is mitigated by monitoring the balances and the financial institutions where the cash is deposited.

NOTE 4 – PROPERTY AND EQUIPMENT

As of December 31, 2023 and 2022, property, plant and equipment consisted of the following:

	Reviewed 2023	Audited 2022
Building and improvements	\$1,112,383	\$1,112,383
Computers and software	17,517	17,517
Office equipment	14,321	14,321
Furniture and fixtures	17,990	17,990
Land	145,000	145,000
Total property and equipment, gross	1,307,211	1,307,211
Less: Accumulated depreciation	(482,206)	(452,091)
Total property and equipment, net	\$825,005	\$855,120

Depreciation expense charged to operations for the years ended December 31, 2023 and 2022 was \$30,115 and \$30,104, respectively.

NOTE 5 – RENTAL INCOME

The Chamber generates rental income from leasing its office space to lessees. As the lessor, the Chamber is required to first determine whether the lease is an operating lease or a finance lease. A finance lease is one in which the risks and rewards inherent in the asset are transferred to the lessee. An operating lease is one in which the risks and rewards inherent in the asset are not transferred to the lessee. Only finance leases are required to be capitalized on the statement of financial position.

The Chamber leases office space to three other organizations as follows and as the risks and reward inherent in the asset are not transferred to the lessee, it has been determined that these leases are operating leases, so these leases have not been capitalized on the statement of financial position:

	Current monthly rent	Lease initiation	Lease expiration	Lease renewal	Renewal expiration
TEDC	\$1,506	9/1/2008	10/31/2013	11/1/2013 11/1/2018 11/1/2023	10/31/2018 10/31/2023 N/A
TRHF	\$3,869	11/1/2017	10/31/2022	11/1/2022	10/31/2024
Envirocon	\$150	4/1/2016	3/31/2020	4/1/2020	3/31/2024

For the years ended December 31, 2023 and 2022, rental income was \$64,624 in both years.

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

Future minimum rentals expected to be collected are as follows:

For the years ending December 31,	
2024	\$ 39,140
Thereafter	-
Total	\$ 39,140

NOTE 6 – LEASE AGREEMENTS

The Chamber has entered into noncancelable operating leases that expire in 2024 and 2026. For the years ended December 31, 2023 and 2022, the total rental expense under these leases was \$13,694 and \$11,458, respectively. The Chamber's lease arrangements are not recognized in the statement of financial position as they are immaterial. Future minimum lease payments are as follows:

For the years ending December 31,	
2024	\$2,749
2025	1,969
2026	492
Thereafter	-
Total	\$5,210

NOTE 7 – NOTE PAYABLE

The Chamber had a note payable due in monthly installments to a financial institution for an office building in the amount of \$6,729 for 83 months beginning January 10, 2010 through November 10, 2016. This note was secured by the Quinn Road office building, with interest at 5% through October 9, 2021. On December 10, 2016, a balloon payment of any unpaid principal and interest became due and payable, at which time the loan was modified to require monthly installments of \$5,595 at the same interest rate and terms and to become due and payable on December 10, 2023. Effective October 10, 2021, the interest rate was modified to 4%, requiring the same monthly installments and due date. In December 2023, the interest rate was modified to 7% and the note is due and payable on demand. If demand is not earlier made, the note shall be due and payable in monthly payments of principal and interest of \$5,224, commencing on January 10, 2024 through December 10, 2026, when the entire amount remaining unpaid shall be due and payable.

As of December 31, 2023 and 2022, the balance was \$381,706 and \$527,582, respectively. Future scheduled maturities of the note payable are as follows:

For the years ending December 31,	
2024	\$381,706
Thereafter	-
Total	\$381,706

Greater Tomball Area Chamber of Commerce

Notes to Financial Statements

NOTE 8 – CONCENTRATIONS

For the years ended December 31, 2023 and 2022, respectively, approximately fifty percent (50%) and forty-nine percent (49%) of the Chamber's total revenue and support came from membership dues.

The Chamber conducts its operations solely in the greater Tomball area, and, therefore, is subject to risks from changes in local economic conditions. A downturn in the local economy could cause a decrease in membership dues and revenue.

NOTE 9 – CONTRIBUTED NONFINANCIAL ASSETS

For the years ended December 31, 2023 and 2022, the Chamber's contributed nonfinancial assets consist of the following:

	2023	2022
Advertising	\$22,720	\$22,720
Repairs and maintenance	6,600	6,600
Supplies	4,500	3,500
Venues	6,300	5,300
Miscellaneous	3,348	2,823
Total contributed nonfinancial assets	\$43,468	\$40,943

Contributed advertising and repairs and maintenance are used in the Chamber's administrative activities. Contributed supplies are used in the Chamber's fundraising activities. Contributed venue costs are used in the Chamber's program activities and fundraising activities. Other miscellaneous donated assets are used across all Chamber activities. All contributed nonfinancial assets are valued at fair market value at the date of donation.

NOTE 10 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 12, 2024, the date the financial statements were available to be issued. No events were identified that are required to be disclosed or would have a material impact on reported net assets or changes in net assets.

**GREATER TOMBALL AREA CHAMBER OF COMMERCE
2024 BOARD OF DIRECTORS**

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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Greater Tomball Area Chamber of Commerce	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions _____ <input type="checkbox"/>	(Applies to accounts maintained outside the United States.)
	5	Address (number, street, and apt. or suite no.). See instructions. PO Box 516	Requester's name and address (optional)
	6	City, state, and ZIP code Tomball, TX 77377-0516	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
7	4	-	1	4	9	5	1	2	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 4/1/24
------------------	------------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: October 21, 2024

Topic:

Approve supporting the 59th Annual Tomball Holiday Parade to be held in the City of Tomball at 10:00 a.m. on Saturday, November 23, 2024, and to Approve Requested Street Closures and In-Kind Services.

Event Information:

The Greater Tomball Area Chamber of Commerce requests the support and endorsement of the City of Tomball for the Chamber's 59th Annual Tomball Holiday Parade, to be held in Tomball on Saturday, November 23, 2024.

To insure the safety of the many visitors and Parade participants who will be in Tomball on November 23, the Chamber is requesting closure of the following streets on Saturday morning from 7:00 a.m. until noon:

- North Elm between Main Street and Hufsmith Road
- North Walnut between Main Street and Epps
- 100 and 200 Blocks of Commerce Street
- 100 and 200 Blocks of Houston Street
- 100 and 200 Blocks of Oxford Street
- South Elm between Main Street and Market Street
- South Walnut between Main Street and Fannin Street
- 100 and 200 Blocks of Market Street
- Parking lot at the corner of Main Street and South Walnut.

The Chamber is also requesting, closure from 9:15 a.m. until 12:30 p.m., of FM 2920 from FM 2978 to Business 249.

Residents of these streets will still have access to and from their homes.

Origination: Greater Tomball Chamber of Commerce

Recommendation: Approve request

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

Director of Marketing

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

Greater
Tomball Area



Chamber of Commerce

September 26, 2024

City of Tomball
Mr. David Esquivel
401 Market Street
Tomball, TX 77375

RE: Tomball Holiday Parade

Dear Mr. Esquivel,

We are anticipating a fabulous Tomball Holiday Parade at 10 a.m. on Saturday, November 23, 2024 with help from our city, police and fire departments, as well as from numerous volunteers. The popular attraction is a Tomball tradition and is celebrating 59 years. We are looking forward again to the expertise of the Tomball Police Department for crowd control and as visual deterrents from any negative activity.

To insure the safety of the many visitors and Parade participants who will be in Tomball on November 23, we are asking for street closures for the following streets on Saturday morning only from 7:00 a.m. until noon:

- North Elm between Main Street and Hufsmith Rd.
- North Walnut between Main Street and Epps
- 100 & 200 block of Commerce
- 100 & 200 block of Houston
- 100 & 200 block of Oxford
- South Elm between Main Street and Market Street
- South Walnut between Main Street and Fannin
- 100 & 200 block of Market Street
- Parking lot at corner of Main and South Walnut

From 9:15 a.m. until 12:30 p.m.

- FM 2920 from FM 2978 to Business 249

Enclosed is a map for your review. Residents of these streets will still have access to and from their homes.

We appreciate the City of Tomball, its special partnership with the chamber and the assistance always offered for our events. Should you have any questions or concerns, please contact Brandy Beyer or myself at 281-351-7222.

Sincerely,


Bruce Hillegeist
President

Encl: Map



SPECIAL EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 401 Market Street | Tomball, TX 77375 | (281) 351-5484

An application to stage an event within the city of Tomball shall be filed with the Marketing & Tourism Team at least 180 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by the Tomball City Council.

Date: _____ Is this event Co-City sponsored? Yes No

Request for permission to use a public venue for the following type of event (please check one):

Festival Community Event Arts & Crafts Event Music Event Other (specify) _____

1. Event title: Tomball Holiday Parade

2. Sponsoring entity: Greater Tomball Area Chamber of Commerce

3. Is this organization based in Tomball: Yes No

4. Is this organization *non-profit* or *for-profit* *Attach 501 (c) (3) tax exemption if applicable

5. Contact: Brandy Beyer Phone: 281.351.7222

6. Contact address: 29201 Quinn Rd., Ste. B, Tomball, TX 77375

7. Contact email: bbeyer@tomballchamber.org

8. Event date: November 23, 2024

9. Event times: Start 10am Finish Noon Set-up 7am Breakdown 12:30pm

10. Is this event for charity? Yes No

11. If yes, what charity? Greater Tomball Area Chamber of Commerce Tax ID 74-1495125

12. If yes, what percentage of net proceeds will be donated to the charity? 100%

13. On-site contact: Brandy Beyer Mobile #: 713.594.3449

14. Estimated number of attendees: 40,000

15. Detailed site map in attached: Yes No

16. Is this event open to the public: Yes No

17. Admission fee: \$ _____ Free

18. Time at which event staff will begin to arrive: 6am

19. The applicant will defend and hold harmless the city of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses. Initial BB

20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured. Initial BB

21. Name of insurance carrier: The Hartford

22. Are Fireworks included in your event? No Yes (Must submit Fireworks Event Application)

Signature: [Handwritten Signature]

FOR OFFICIAL USE - Fee required: Yes _____ No _____ Amount Due: \$ _____



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 30, 2024

City of Tomball
401 MARKET ST
TOMBALL TX 77375

Account Information:

Policy Holder Details :	GREATER TOMBALL AREA CHAMBE OF COMMERCE
--------------------------------	--



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TWFG INSURANCE SERVICES LLC 61615616 30310 TOMBALL PARKWAY TOMBALL TX 77375	CONTACT NAME:	
	PHONE (832) 559-1595 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hartford Lloyd's Insurance Company	NAIC# 38253
INSURED GREATER TOMBALL AREA CHAMBE OF COMMERCE 292201 QUINN STEB TOMBALL TX 77375	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS		
A	<input type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	X		61 SBA BK0568	12/20/2023	12/20/2024	EACH OCCURRENCE	\$1,000,000	
		<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	
		X General Liability						MED EXP (Any one person)	\$10,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							GENERAL AGGREGATE	\$2,000,000	
	OTHER:							PRODUCTS - COMP/OP AGG	\$2,000,000	
A	<input type="checkbox"/>	AUTOMOBILE LIABILITY			61 SBA BK0568	12/20/2023	12/20/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
		ANY AUTO						BODILY INJURY (Per person)		
		ALL OWNED AUTOS HIRED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	BODILY INJURY (Per accident)	
		X						X	PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE		
	DED	RETENTION \$						AGGREGATE		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A						PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE -EA EMPLOYEE		
A	EMPLOYMENT PRACTICES LIABILITY				61 SBA BK0568	12/20/2023	12/20/2024	Each Claim Limit	\$5,000	
								Aggregate Limit	\$5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

CANCELLATION

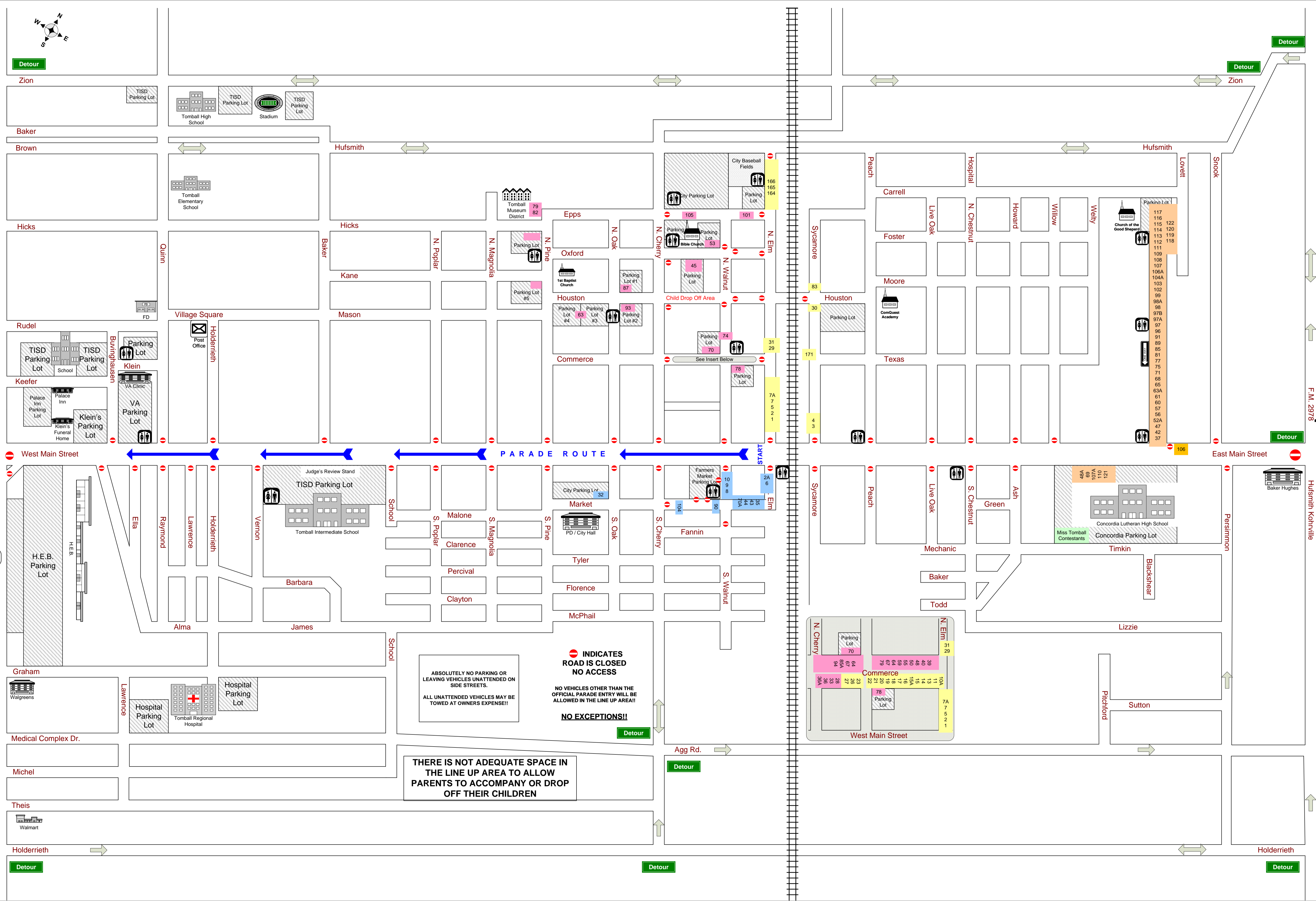
City of Tomball
401 MARKET ST
TOMBALL TX 77375

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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City Council Meeting

Agenda Item

Data Sheet

Meeting Date: October 21, 2024

Topic:

Approve supporting the Frost Bank First Responders Luncheon to be held at the Depot in the City of Tomball from 11:30 a.m. to 1:30 p.m. on Thursday, October 24, 2024.

Event Information:

Frost Bank requests the support and endorsement of the City of Tomball for their First Responders Luncheon, to be held at the Depot in Tomball on Thursday, October 24, 2024.

Frost Bank has hired the Tomball Rotary Club to cook and provide lunch for City of Tomball First Responders during the times of 11:30 a.m. through 1:30 p.m. They will also provide tables and chairs for the attendees.

Origination: Frost Bank

Recommendation: Approve request

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

Director of Marketing

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



SPECIAL EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 401 Market Street | Tomball, TX 77375 | (281) 351-5484

An application to stage an event within the city of Tomball shall be filed with the Marketing & Tourism Team at least 180 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by the Tomball City Council.

Date: 10/15/2024 Is this event Co-City sponsored? Yes No

Request for permission to use a public venue for the following type of event (please check one):

Festival Community Event Arts & Crafts Event Music Event Other (specify) X

1. Event title: First Responders Luncheon (Police, Fire, EMS, Public Works)

2. Sponsoring entity: Frost Bank Tomball Financial Center

3. Is this organization based in Tomball: Yes No

4. Is this organization *non-profit* or *for-profit* *Attach 501 (c) (3) tax exemption if applicable

5. Contact: Vicki Clark Phone: 281-825-8331 (cell)

6. Contact address: 14310 Fm 2920 Rd., Tomball, Texas 77377

7. Contact email: Vicki.Clark@frostbank.com

8. Event date: Thursday, October 24, 2024

9. Event times: Start 11:30 am Finish 1:30 pm Set-up 10:00 am Breakdown 1:45 pm

10. Is this event for charity? Yes No

11. If yes, what charity? _____ Tax ID _____

12. If yes, what percentage of net proceeds will be donated to the charity? _____

13. On-site contact: Vicki Clark Mobile #: 281-825-8331

14. Estimated number of attendees: 100 - 150

15. Detailed site map in attached: Yes No

16. Is this event open to the public: Yes No

17. Admission fee: \$ 0.00 Free

18. Time at which event staff will begin to arrive: 10:00 a.m.

19. The applicant will defend and hold harmless the city of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses. Initial VM

20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured. Initial VM

21. Name of insurance carrier: Frost Insurance Agency, Inc.

22. Are Fireworks included in your event? No Yes (Must submit Fireworks Event Application)

Signature: [Handwritten Signature]

FOR OFFICIAL USE - Fee required: Yes _____ No _____ Amount Due: \$ _____

**First Responders
Appreciation Lunch**
Tomball Depot
October 24, 2024
11:30am - 1:30pm



Fish Fry set up



Tables





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Frost Insurance Agency, Inc. P. O. Box 2411 San Antonio TX 78298-2411	CONTACT NAME: Linda Michael
	PHONE (A/C, No, Ext): 210-220-6429 FAX (A/C, No):
	E-MAIL ADDRESS: Linda.Michael@frostinsurance.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Continental Casualty Company 20443
	INSURER B : Valley Forge Insurance Company 20508
	INSURER C : Texas Mutual Insurance Co. 22945
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 504675777 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		6050161150	11/6/2023	11/6/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BUA 6050161147	11/6/2023	11/6/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6050501123	11/6/2023	11/6/2024	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		.0002005087	11/6/2023	11/6/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability includes Financial Services Extension Endorsement CNA75102XX (1-15) which provides:
 1. ADDITIONAL INSURED - WHO IS AN INSURED is amended to include as an Insured any person or organization described in A. through K. below whom a Named Insured is required to add as an additional insured under a written contract or written agreement.
 2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE. If the Named Insured has agreed in writing in a contract or agreement.
 A. Controlling Interest Any person or organization with a controlling interest in a Named Insured
 B. Co-owner of Insured Premises
 C. Grantor of Franchise
 See Attached...

CERTIFICATE HOLDER	CANCELLATION
City of Tomball, Texas 401 Market Street Tomball TX 77375	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY Frost Insurance Agency, Inc.		NAMED INSURED Cullen Frost Bankers Inc; Frost Bank Frost Insurance Agency, Inc. 111 W Houston St San Antonio TX 78205	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

D. Lessor of Equipment
 E. Lessor of Land
 F. Lessor of Premises
 G. Mortgagee, Assignee or Receiver
 H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits
 I. Trade Show Event Lessor
 J. Vendor
 K. Other Person Or Organization - Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an Insured solely for bodily injury, property damage or personal and advertising injury for which such additional insured is liable because of the Named Insured's acts or omissions.

General Liability Includes Blanket Waiver of Subrogation CNA75008XX (10-16) as required by written contract

Workers Compensation and Employers Liability includes Texas Blanket Waiver of Our right to Recover from Others Endorsement WC 42 03 04 B when required by written contract for All Texas Operations WC 42 03 04 B

Automobile includes Blanket Waiver of Subrogation CA 04 44 (10/13) as Agreed in Written Contract.

Automobile includes Additional Insured Primary and Non-Contributory CNA71527XX (10/12) as Required by Written Contract

Automobile Includes Extended Coverage Endorsement SCA 23500D (10/11) Who is an Insured - Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded and Automobile Hired Physical Damage Limit of \$75,000 with \$500 Comprehensive and Collision Deductibles for Light Trucks up to 10,000 pounds G.V.W

Automobile Includes Blanket Additional Insureds includes Designated Insured Endorsement CA 20 48 (10/13)- Any person or organization that the named insured is obligated to provide insurance where required by a written contract or agreement is an Insured, but only with respect to legal responsibility for acts or omissions of a person/organization for whom liability coverage is afforded under this policy

Umbrella is on Follow Form Basis

Lunch in appreciation of First Responders on Thursday, October 24 from 11:30am-1:30pm.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 131 Interpark Blvd. San Antonio TX 78216		CONTACT NAME: Margie Newsom PHONE (A/C, No, Ext): 210-249-2367 E-MAIL ADDRESS: FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Cincinnati Indemnity Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED The CE Group, Inc. 200 E. Grayson, st Ste. 114 San Antonio TX 78215		CEGROUP	
		NAIC # 23280	

COVERAGES

CERTIFICATE NUMBER: 829357359

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> non contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			EPP0387596	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 0
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0367596	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Phys dam-Comp/coll	\$ 1000 ded
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0367596	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	EWC046675606	1/1/2024	1/1/2025	PER STATUTE	
			N/A				OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured, Waiver of subrogation and Primary & Non-Contributory form # GA 472 0520 applies to the General Liability policy.

Additional Insured & Primary and Noncontributory form AA4171 0620 and AA4171 1105 applies to the Automobile Liability policy.

Waiver of subrogation form WC 4203 04B applies to the Workers Compensation policy.

Waiver of Subrogation form AA4172 0909 applies to the Automobile policy.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Tomball, Texas
 401 Market Street
 Tomball TX 77375

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED The CE Group, Inc. 200 E. Grayson, st Ste. 114 San Antonio TX 78215	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

Certificate Holder Includes: City of Tomball, Texas.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hyland Group Inc 811 Madison Ave Toledo OH 43604	CONTACT NAME: Crystal Gleason PHONE (A/C, No, Ext): 419-259-2710 E-MAIL ADDRESS:	FAX (A/C, No): 419-255-7557
	INSURER(S) AFFORDING COVERAGE	
Insured All Active US Rotary Clubs & Districts Rotary Club of Tomball Attn: Risk Management Dept. 1560 Sherman Avenue Evanston, IL 60201-3698	INSURER A: Westchester Surplus Lines Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		G73578917003	7/1/2024	7/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		G73578917003	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			Not applicable			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Not applicable			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is cause in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER City of Tomball, Texas 401 Market Street Tomball, Texas 77375	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>
--	---

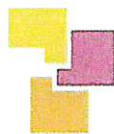
© 1988-2015 ACORD CORPORATION. All rights reserved.

Your Temporary Event Application has been approved!

From: noreply@phs.hctx.net

To: mclark20@sbcglobal.net

Date: Monday, October 7, 2024 at 07:34 AM CDT



Harris County
Public Health
ENVIRONMENTAL PUBLIC HEALTH

Good Morning,

RE: Mark Clark- Tomball First Responders Appreciation

Your application for an Event with Harris County Public Health has been approved for the Tomball First Responders Appreciation.

Your Event ID number is T0006118.

Please inform all food vendors that a Harris County Temporary Food Permit is required. Each vendor is required to obtain a permit and should be purchased no later than two business days prior to the event to avoid a late fee. If a vendor has more than one booth, each booth will need a separate temporary food permit. Any vendor that does not purchase their permit within that timeframe will incur a cost of twice the regular temporary permit fee. If this event is an approved Farmers' Market, then visit [Farmers' Market Requirements](#) for permit information.

Harris County Fire Marshal's Office (HCFMO) permits and inspects temporary events in unincorporated Harris County. Please call 713-274-1730 or 281-436-8030 or visit www.hcfmo.net for application and requirements. Your Temporary Event must meet all HCFMO requirements.

On the day of your event, an Investigator may contact you should any issues arise on site.

If you have any questions, please call us at 713-274-6300 or email us at foodpermits@phs.hctx.net

Thank You,

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: October 21, 2024

Approve a contract with Hayden Paving, Inc. to complete the parking lot addition at Jerry Matheson Park, through a BuyBoard Contract (Contract No. 700-23) for a not-to-exceed amount of \$64,388, 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 and Capital Improvement Plan.

Background:

The Jerry Matheson Park improvement project started in September 2020. The project included completing needed improvements and enhancement, based on survey input received from the community. The City was awarded a Texas Parks and Wildlife Non-Urban Outdoor Recreation Grant and received funding from community partners including the Tomball Economic Development Corporation, Tomball Regional Health Foundation and HCA-Tomball. The City also contributed funds to complete Phase I of the project.

Phase I of the project was completed in August 2024 and staff requested funding for Phase II in the fiscal year budget as part of the 2025-2029 Capital Improvement Plan. Funding was allocated through the American Rescue Plan Act (ARPA) funds as adopted in the fiscal year 2024-2025 budget totaling \$770,036.92. Staff has worked to develop a full cost estimate of the final elements for Phase II of the project, these elements are depicted in the table below, with the cost of the parking lot addition (\$64,388) in bold.

Element	Cost (*estimate)
Playground Shade Structure	\$95,957.00
Walking Trails & Parking Lot Resurface	\$301,152.00
Splashpad – Spray Deck	\$19,000.00
Splashpad Shade Structure	\$114,637.00
Parking Lot Addition	\$64,388.00
Parking Lot Lighting	\$15,000.00*
Chemical Building (pool area)	\$100,000.00*
Gate – Splashpad/Pool Connection	\$10,000.00*
Total	\$720,134.00

This item authorizes a contract with Hayden Paving, Inc. to complete the parking lot addition at Jerry Matheson Park for a total not-to-exceed amount of \$64,388.

Origination: Project Management

Recommendation:

Staff recommends approving a contract with Hayden Paving, Inc to complete the parking lot addition for a not-to-exceed amount of \$64,388.

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: # 400-153-6409

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

Signed Meagan Mageo 10/21/2024 Approved by _____
Staff Member Date City Manager Date



HAYDEN PAVING, INC.

4710 Windsong Trail, Houston, TX 77084 O: 281-855-7710 F: 281-856-2506

Quotation

Quote Number: 35276
Quote Date: 10/2/2024
Quoted By: Michael Henry

Quoted to:
 City of Tomball
 501 James St.
 Tomball, TX 77375

Job Name: City of Tomball Matheson Park Parking Extension
 1240 Ulrich Road
 Tomball TX 77375
Phone:

Contact	Good Through	Payment Terms	Job Location
Juanita Cherety	11/1/2024	Net 30 Days	Matheson Park
Item	Description	Amount	
Supply material, labor and equipment to perform the following:			
1	RECYCLE BASE: Pulvermix existing base material with Portland cement mix (6") depth @ (6%); wet, grade, roll and compact (95%). Apply SS-1 prime coating to areas and overlay with (2") of Type D HMAC, roll and compact. Sweep and clean up areas of all spoils and debris. Approximately 8,700 SF.	\$64,388.12	
2	STRIPING: Stripe the new asphalt extension per Tomball instructions.		
***	Buy Board Number: 700-23		
		Base	\$64,388
		Bond Cost	\$0
		Subtotal	\$64,388
Exempt - contingent upon receipt of Tax Certificate		8.25%	\$0
		Total	\$64,388

Notes	
1	This quote does not include the cost of permits, which may or may not be required, or the plan work necessary to obtain such permits.
2	Price is subject to change due to any freight increases, liquid asphalt increases, and fuel surcharges incurred.
3	Hayden Paving shall not warranty asphalt failures caused by sub-grade or base failures where asphalt is placed on existing sub-grade, base or asphalt surface which was not installed by Hayden Paving.
4	Asphalt paving industry recommended grade for proper drainage of asphalt surfaces is 2%. Designed grades of less than 1.5% will increase the chances of water ponding. Hayden Paving shall not guarantee zero ponding on surfaces designed with less than 1.5% grade.
5	Engineering layout, offset stakes and string line elevation control costs are not included in this quotation. This quote is based upon the assumption that elevations shall be controlled by existing curbs, gutters, base material, etc

"20 Years Experience"

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Hayden Paving, Inc is authorized to do the work as specified. Payment will be made as described by payment terms listed above. Hayden Paving, Inc. reserves the right to repossess any material that is not paid in full within 90 days of the job completion.



HAYDEN PAVING, INC.

4710 Windsong Trail, Houston, TX 77084 O: 281-855-7710 F: 281-856-2506

Signature _____

Date _____

Print Name _____

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: October 21, 2024

Approve a contract with B & C Constructors, LP for the construction and installation of the antique train equipment and required improvements, through a 1GPA Contract (Contract No. 24-06DP-01) for a not-to-exceed amount of \$102,055, 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 to be paid from the American Rescue Plan Act funds.

Background:

On April 15, 2024, City Council approved a Donation Agreement with the Estate of Gilbert and Virginia Freitag for the donation of antique train equipment including:

- Double control box semaphore signal
- Base mast semaphore signal
- Wig-wig signal
- Dual searchlight signal
- Dual light road crossing signal

Staff worked with B & C Contractors and their subcontractor for electrical work to develop a plan for the improvements required to install the donated equipment. The proposed contract includes the installation of the donated antique train equipment, required electrical conduit and wiring, and concrete work for pad sites and crossing guards.

The project was included in the FY 2024-2025 budget to utilize the American Rescue Plan Act (ARPA) funds in the amount of \$100,000 approved by Resolution Number 2024-34 on October 7, 2024. The contract overage of \$2,055, may be funded by an ARP reallocation, should funds be available, or the small amount of overage can be absorbed into the base budget for parks maintenance.

This item authorizes a contract for the installation and construction elements for the proposed Depot improvement for a total not-to-exceed amount of \$102,055.

Origination: Project Management

Recommendation:

Staff recommends approving a contract with B & C Constructors, LP for a not-to-exceed amount of \$102,055.

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: # 215-215-6409 _____

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

Signed Meagan Mageo
Staff Member _____
Date _____

Approved by _____
City Manager _____
Date _____



Proposal

Magnolia, Texas 77354
 713.932.9400 - o
 713.932.9443 - f

DATE: October 4, 2024

PROJECT: COT Train Depot Electrical
 1GPA Contract #24-06DP-01

City of Tomball
 501 James St.
 Tomball, TX 77375

ATT: Justin Pruitt

DESCRIPTION	AMOUNT
Trench to install underground conduit and wiring across ground, install 40A 240V 1 phase 4 wire from existing building to new train crossing. Install underground conduit and low volt wiring from 6 crossing guards routed back to center guard. Install 12x12 relay box, install pedestal with push button operation, turn key foundation 10" @3K PSI 7 piers per plan, flatwork 4" @ 3K PSI, line pump to pump concrete from roadway and erect 7 crossing guards	\$ 102,055.00
TOTAL AMOUNT	\$ 102,055.00

Jared Cochran, Project Manager

THANK YOU FOR YOUR BUSINESS!

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: October 21, 2024

Topic:

Approve acceptance of a grant award for the CenterPoint Energy Foundation in the amount of \$160,000 to the Tomball Legacy Fund, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement.

Background:

In July 2024, staff applied for a grant with the CenterPoint Energy Foundation which awards grants annually to eligible 501(c)(3) organizations where the company has a business presence. The grant application was submitted on behalf of the Tomball Legacy Fund requesting grant funding for shade structures for the splashpad and pickleball courts at Jerry Matheson Park and Juergens Park.

On October 8, 2024, staff received notification that the Tomball Legacy Fund had been awarded a \$160,000 grant for shade structures for the splashpad at Jerry Matheson Park. Shade structures were included in the approved fiscal year 2024-2025 budget as part of our Capital Improvement Plan to be funded from American Rescue Plan Act (ARPA) funds, and City Council approved the purchase of the shade structures at the October 7 Regular City Council Meeting.

Pending the Tomball Legacy Fund approving the grant acceptance and authorizing the City Manager to execute the grant agreement on October 21, 2024, and staff is requesting City Council acceptance of the grant to aid in completing the Phase II of the Jerry Matheson Park Improvement project.

Origination: Project Management

Recommendation:

Staff recommends accepting the grant award from the CenterPoint Energy Foundation in the amount of \$160,000.

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

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



CenterPoint Energy Foundation Grant Agreement

Date of Agreement:	October 8, 2024
Grantee:	Tomball Legacy Fund
Purpose of Grant:	City of Tomball Park Improvements - Juergens & Jerry Matheson Parks
Total Amount of Grant:	\$160,000
Award Date:	October 8, 2024
Grant Period:	December 2, 2024 – May 1, 2025
Payment Schedule:	Payable by Nov. 30, 2024

This grant is awarded by the CenterPoint Energy Foundation (hereinafter referred to as the “Foundation”) subject to the following terms and conditions:

- A. Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the “IRS”) as a public charity under sections 501(c) (3) and 509(a)(1) or (2) of the Internal Revenue Code (the “Code”), and Grantee will inform the Foundation immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.

- B. This grant may be used only for Grantee’s charitable activities as fully described below in “Specific Purpose of the Grant.” While the Foundation understands that Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any of the Foundation’s funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above, as described in the Grantee’s proposal and any related attachments thereto, and may not be expended for any other purposes without the Foundation’s prior written approval. Grantee accepts responsibility for complying with this agreement’s terms and conditions and will exercise full control over the grant and expenditure of grant funds and Grantee shall hold the Foundation and CenterPoint Energy harmless from any claims arising as a result of Grantee’s actions in connection with the grant and expenditure of grant funds. In addition, Grantee accepts responsibility for “City of Tomball Park Improvements - Juergens & Jerry Matheson Parks” and will exercise full control over “City of Tomball Park Improvements - Juergens & Jerry Matheson Parks” and Grantee shall hold the Foundation and CenterPoint Energy harmless from any legal liability or claims for injuries or damages suffered by any person while present on the premises of “City of Tomball Park Improvements - Juergens & Jerry Matheson Parks” or in connection with the development or construction of “City of Tomball Park Improvements - Juergens & Jerry Matheson Parks.” The Foundation may request that Grantee return any unexpended grant funds remaining at the end of the project period.

- a. City of Tomball Park Improvements - Juergens & Jerry Matheson Parks: CenterPoint Energy Foundation funding will be directed to the Jerry Matheson Park splashpad shading at \$160k in support of on-going park improvements.
- C. Grantee will provide promptly such additional information including, but not limited to, financial records to demonstrate how funds are used, reports, and documents as the Foundation may request within reasonable organizational capacity constraints.
- D. Grantee will allow the Foundation to review and approve the text of any proposed publicity concerning this grant prior to its release excluding social media mentions. If this grant is to be used for a film, video, book, or other such product, the Foundation reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether or not to be credited as a funder of the product.
- E. During the course of the project period, Grantee should notify the Foundation of any significant developments that affect the organization or the purpose for which this grant was given including, but not limited to, leadership, governing structure, staffing, mission, and objectives.
- F. The Foundation reserves the right to cancel this agreement and discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if, in the Foundation’s sole discretion, action is necessary or any of the following has occurred: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; (3) to comply with any law or regulation applicable to Grantee, to the Foundation, or this grant; or (4) Grantee is not making satisfactory progress toward the goals of the program as detailed in the application.

Grantee’s funds will be distributed upon receipt of a signed agreement indicating Grantee’s agreement to the terms and conditions set forth above and attached. Grantee may wish to have this agreement reviewed by legal counsel.

On behalf of the Grantee, I understand and agree to the foregoing terms and conditions of the Foundation’s grant and hereby certify my authority to execute this agreement on Grantee’s behalf.

Grantee Authorized Signature

David Esquivel

Printed Name: _____

Title: _____

Date: _____

CenterPoint Energy Authorized Signature: _____

Amanda Schmitt, President, CenterPoint Energy Foundation

Date: _____

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: October 21, 2024

Topic:

Approve the purchase of vehicle upfitting and other repairs and maintenance from Dana Safety Supply, Inc. through a BuyBoard Cooperative Purchasing Network (Contract #698-23) for a not-to-exceed amount of \$180,500, 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.

Background:

The City uses Dana Safety Supply, Inc. for vehicle upfits and other repairs and maintenance for both Police and Public Works vehicles. Purchases made with Dana Safety Supply are made through a BuyBoard cooperative purchasing contract and are funded from allocated appropriations as part of the adopted Fiscal Year 2024-2025 Budget. The table below shows the estimated expenditures for the new fleet, four for the Police Department and three for Public Works, as well as additional repairs, maintenance and expenses that may occur throughout the fiscal year.

Vehicle	Amount
Police Department Upfit (4 vehicles)	\$73,000.00
Public Works Upfit Estimate (3 vehicles)	\$7,500.00
Additional Repairs, Maintenance & Expenses Estimate (as needed)	\$100,000.00
Total Expenditure (estimate)	\$180,500.00

Staff is requesting approval of the expenditure request of a not-to-exceed amount of \$180,500 for upfit and repairs for lighting for all City-owned vehicles for fiscal year 2024-2025 pursuant to the City’s adopted Procurement Policy (vendor exceeding \$50,000).

Origination: Police Department

Recommendation:

Staff recommends approving the purchase of vehicle upfitting and other repairs and maintenance from Dana Safety Supply, Inc. through BuyBoard contract number #698-23 for a not-to-exceed of \$180,500.

Party(ies) responsible for placing this item on agenda: Brandon Patin, Captain

FUNDING (IF APPLICABLE)

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

Yes: No:

If yes, specify Account Number: #100-121-6405

650-651-6405

650-652-6405

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

Signed Brandon Patin 11/04/2024 Approved by _____
Staff Member Date City Manager Date

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550244-D
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston Iinstall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
 Telephone: 281-351-5451

Contact: KENNY TAYLOR
 Telephone: 832-540-9161

E-mail: apayable@tomballtx.gov

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/29/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO BUYBOARD CONTRACT #698-23 Warehouse: INHO	0.0000	0.00
1	1	N	INFO 2024 FORD PIU (INVESTIGATOR) Warehouse: INHO	0.0000	0.00
1	1	N	INFO TOMBALL POLICE DEPARTMENT Warehouse: INHO	0.0000	0.00
0	0	N	INFO FRONT Warehouse: INHO	0.0000	0.00
1	1	Y	ENFWB01EFZ SOI, NFLIB, FRNT, 6MOD, 2020-23 PIU W/O76P, RW/BW Warehouse: INHO Ford Explorer/PI Utility w/ Option 76P (2020-23) Split Front (DRV) D12 D12 D12 D12 D12 D12 (PAS) R_W R_W R_W B_W B_W B_W Accessories: PNFLBSPLT1	763.4700	763.47
2	2	Y	DSC w/ LIN Breakout Box (Included) EMPS1STS4RBW SOI, MPWR FASCIA, 3", STM, BLK HSG, RED/BLU/WHT Warehouse: INHO TOP GRILL CUTOUTS	112.0000	224.00

Print Date	10/08/24
Print Time	03:43:14 PM
Page No.	1

Printed By: Kenny Taylor

Continued on Next Page

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550244-D
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston I Stall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
 Telephone: 281-351-5451

Contact: KENNY TAYLOR
 Telephone: 832-540-9161

E-mail: apayable@tomballtx.gov

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/29/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: INHO	119.0000	238.00
			BOTTOM GRILL		
1	1	Y	PMPSABK002 SOI MPOWER GRILLE BRACKET ASSEMBLY Warehouse: INHO	50.3200	50.32
2	2	Y	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: INHO	72.6300	145.26
			FRONT HEADLIGHT CORNERS		
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: INHO	198.0000	396.00
			100J series composite speaker w/ universal bail brkt-100 watt		
2	2	Y	ETSSVBK01 SOI 2020 FORD PIUT SPEAKER BUMPER MNT BRACKET Warehouse: INHO	25.8200	51.64
0	0	N	INFO SIDE Warehouse: INHO	0.0000	0.00

Print Date	10/08/24
Print Time	03:43:14 PM
Page No.	2

Printed By: Kenny Taylor

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550244-D
Customer No.	TOMBALLPD

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TOMBALL POLICE DEPARTMENT
400 Fannin St
Tomball, TX 77375

Ship To

(For Pickup)
Houston IStall Shop Warehouse
5121 Steadmont Dr
Houston, TX 77040

Contact: BRANDON PATIN
Telephone: 281-351-5451

Contact: KENNY TAYLOR
Telephone: 832-540-9161

E-mail: apayable@tomballtx.gov

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/29/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Kenny Taylor		Kenny Taylor-Install Houston	BRANDON PATIN		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ENT3B3RBW SOI INTERSECTOR 18-LED SFC MNT,BLK HSG RED/BLUE/WHITE Warehouse: INHO	162.7500	325.50
2	2	Y	PMP2BKUMB4 SOI 2020 PIUT UNDER MIRROR MNT BRACKET, EACH Warehouse: INHO	19.1400	38.28
2	2	Y	EMPSA05C2-J SOI, MPWR FASCIA, 4X2, STM, BLK HSG, RED/BLU Warehouse: INHO	154.0000	308.00
2	2	Y	4"x2" mpower Fascia with Stud Mount 24 LED (Dual) 9-32 Volt SAE with 1.5' Pigtail Black Housing with Clear Lens RED/BLU PMPSAWSSSB SOI 4X2 MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: INHO	13.0000	26.00
2	2	Y	PMP1WSS2B SOI 3" SHROUD NARROW BLACK Warehouse: INHO	11.6700	23.34
2	2	Y	SIDE TRIANGLE WINDOW EMPS1SLS4RBW SOI, MPWR FASCIA, 3", STM, BLK HSG, RED/BLU/WHT Warehouse: INHO	112.0000	224.00
			3" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Tricolor - Red/Blue/White		

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Printed By: Kenny Taylor

Continued on Next Page

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550244-D
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston Iinstall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
 Telephone: 281-351-5451

Contact: KENNY TAYLOR
 Telephone: 832-540-9161

E-mail: apayable@tomballtx.gov

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/29/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO REAR Warehouse: INHO	0.0000	0.00
1	1	Y	ENFWB01EGZ SOI, NFLIB, REAR, 6MOD, 2020-23 PIU, RA/BA Warehouse: INHO Ford Explorer/PI Utility w/o Option 76P (2020-23) Solid Rear (DRV) D12 D12 D12 D12 D12 (PAS) R_A R_A R_A B_A B_A B_A Accessories: PNFLBSPLT1 DSC w/ LIN Breakout Box (Included)	763.4700	763.47
2	2	Y	EMPS2QMS5RBA SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/AMB Warehouse: INHO LICENSE PLATE	119.0000	238.00
2	2	Y	EMPS2QMS4J SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU Warehouse: INHO INSIDE REAR HATCH. LIGHTS VISIBLE TO REAR WHEN HATCH IS OPEN.	110.0000	220.00
2	2	Y	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: INHO TAIL LAMPS	72.6300	145.26

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Page No.	4

Printed By: Kenny Taylor

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550244-D
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston Iinstall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
 Telephone: 281-351-5451

Contact: KENNY TAYLOR
 Telephone: 832-540-9161

E-mail: apayable@tomballtx.gov

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/29/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO INTERIOR/MISC Warehouse: INHO	0.0000	0.00
1	1	Y	ENRSA5200RSP SOI, 500 SERIES PUSHBTN 200W CNTRL, +VOICE PLBK Warehouse: INHO	830.0000	830.00
1	1	Y	ENRGLMK008 SOI BLUEPRINT PIU LINK MICRO KIT Warehouse: INHO bluePRINT Link(R) Micro Kit, includes Module and Vehicle Harness for Ford Transit 2020-2023, Ford Explorer / Police Interceptor Utility (PIU) 2016-2023, Ford F150 2017-2020 only, Ford F250-F550 without large infotainment screen 2017-2022, Ford Escape 2020-2023	321.5700	321.57
1	1	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: INHO	199.0000	199.00
1	1	Y	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: INHO 18 inch Harness Kit for Remote Node	38.0000	38.00

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550244-D
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston Iinstall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
 Telephone: 281-351-5451

Contact: KENNY TAYLOR
 Telephone: 832-540-9161

E-mail: apayable@tomballtx.gov

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/29/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	EBSDL0002-D SOI, OBSERVE, SMALL FORM DOME LIGHT, 3", R/W Warehouse: INHO LIFT GATE INTERIOR	52.0700	52.07
1	1	Y	CC-UV20-OH TROY OVERHEAD CONSOLE Warehouse: INHO	294.0000	294.00
1	1	Y	FP-SO500-R TROY 500 SERIES REMOTE CONTROLLER FACEPLATE Warehouse: INHO FP-SO500-R	0.0000	0.00
1	1	Y	PP-FINT-2020-L3-1D-9 PP Level III Single Drawer 9" Poly Vault for 2020 PI V Warehouse: INHO Level III Single Drawer 9" Poly Vault for 2020 PI Utility SUV w/ key override locks. Designed to be used with metal hinged floor CP-UV20-CARGO for spare tire access.	1,529.5000	1,529.50
1	1	Y	CP-UV20-CARGO-LP Troy 20-23 Ford PI Utility tilt-up cargo mount w/gas s Warehouse: INHO	712.5000	712.50
1	1	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: INHO	40.0000	40.00

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550244-D
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston Iinstall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
 Telephone: 281-351-5451

Contact: KENNY TAYLOR
 Telephone: 832-540-9161

E-mail: apayable@tomballtx.gov

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/29/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: INHO	50.0000	50.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: INHO LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	350.0000	350.00
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: INHO	2,520.0000	2,520.00

Approved By: _____

Approve All Items & Quantities

Quote Good for 30 Days

Print Date	10/08/24
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Subtotal	11,117.18
Freight	300.00
Order Total	

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	549953-C
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston Iinstall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
 Telephone: 281-351-5451

Contact: KENNY TAYLOR
 Telephone: 832-540-9161

E-mail: apayable@tomballtx.gov

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/25/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO BUYBOARD CONTRACT #698-23 Warehouse: INHO	0.0000	0.00
1	1	N	INFO 2024 FORD PIU X1 Warehouse: INHO	0.0000	0.00
1	1	N	INFO TOMBALL POLICE DEPARTMENT Warehouse: INHO	0.0000	0.00
1	1	N	INFO EQUIPMENT AND INSTALL Warehouse: INHO	0.0000	0.00
0	0	N	INFO FRONT Warehouse: INHO	0.0000	0.00
1	1	Y	MISC SOI,NFNXT LBAR 48 PART#ENNLB0188U-49B Warehouse: INHO	2,100.0000	2,100.00
2	2	N	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE HEAD LAMP CORNERS Warehouse: INHO	72.6300	145.26

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	549953-C
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston Iinstall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
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E-mail: apayable@tomballtx.gov

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/25/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO SIDE Warehouse: INHO	0.0000	0.00
2	2	N	EMPS2STS4J SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU Warehouse: INHO	110.0000	220.00
2	2	Y	UNDER MIRRORS PMP2BKUMB4 SOI 2020 PIUT UNDER MIRROR MNT BRACKET, EACH Warehouse: INHO	19.1400	38.28
2	2	N	EMPSA05C2-J SOI, MPWR FASCIA, 4X2, STM, BLK HSG, RED/BLU Warehouse: INHO	154.0000	308.00
2	2	N	4"x2" mpower Fascia with Stud Mount 24 LED (Dual) 9-32 Volt SAE with 1.5' Pigtail Black Housing with Clear Lens RED/BLU PMP5AWSSSB SOI 4X2 MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: INHO	13.0000	26.00
0	0	N	INFO REAR Warehouse: INHO	0.0000	0.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	549953-C
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston Iinstall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
Telephone: 281-351-5451

Contact: KENNY TAYLOR
Telephone: 832-540-9161

E-mail: apayable@tomballtx.gov

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/25/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	EMPAK017JS SOI, MPWR ARRW, REAR, 6MOD, 2020-23 PIU, RA/BA Warehouse: INHO Ford Explorer/PI Utility (2020-23) 6 Mod Split Rear w/ 4" Modules (DRV) D12 D12 D12 D12 D12 D12 (PAS) R_A R_A R_A X X B_A B_A B_A Accessories: PNFLBSPLT1 LIN DSC w/ Breakout Box (Included)	1,044.8700	1,044.87
2	2	N	EMPS2QMS5RBA SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/AMB Warehouse: INHO 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/Amber	119.0000	238.00
2	2	N	BOTH SIDES OF LICENSE PLATE VERTICAL EMPS2QMS4J SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU Warehouse: INHO MOUNT INSIDE CARGO HATCH. LIGHTS VISIBLE TO REAR WHEN HATCH IS OPEN.	110.0000	220.00
2	2	N	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: INHO TAIL LAMPS	72.6300	145.26

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	549953-C
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston Iinstall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
 Telephone: 281-351-5451

Contact: KENNY TAYLOR
 Telephone: 832-540-9161

E-mail: apayable@tomballtx.gov

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/25/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO INTERIOR Warehouse: INHO	0.0000	0.00
1	1	N	ENRSA5200RSP SOI, 500 SERIES PUSHBTN 200W CNTRL, +VOICE PLBK Warehouse: INHO	830.0000	830.00
1	1	N	ENRSA5200RSP PP-2020-FINT-SUV-SFF PP 2020 FORD SUV SHORTY CONSOLE Warehouse: INHO	625.6300	625.63
1	1	N	2020-2023 Ford Interceptor SUV SHORTY center console with Flip Forward arm rest. Relocates rear a/c and parking brake switch to console faceplate. PP-CUTOUT PP CUTOUT ONLY FOR CUSTOMER SUPPLIED RADIO Warehouse: INHO	0.0000	0.00
1	1	N	JOTTO PART#425-6682 JOTTO PART#425-6625 425-6682 JOTTO FP 4' SOUND OFF SIGNAL 500 SERIES REM Warehouse: INHO	33.0000	33.00
1	1	N	425-6625 JD 3" FLACEPLATE - KENWOOD NX-5000 KCH-19 CONTROL HEAD Warehouse: INHO	33.0000	33.00

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Page No.	4

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	549953-C
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston I Stall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
 Telephone: 281-351-5451

Contact: KENNY TAYLOR
 Telephone: 832-540-9161

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E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/25/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	DK0100ITU20 SMC TPO POLYMER OVER MOLDED DOOR SKIN Warehouse: INHO	230.3000	230.30
1	1	N	DK0100ITU20 WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT Warehouse: INHO	230.3000	230.30
1	1	N	GK10342UHK SMC DUAL VERT. RACK 2 UNIV. LOCKS W/ HC KEY Warehouse: INHO "Dual T-Rail Mount2 Universal XL Handcuff Key Override"	426.3000	426.30
1	1	N	TPDRCB-INT PLASTIX TPDRCB-INT Rear Cargo Box for Ford Interceptor Warehouse: INHO	1,434.3800	1,434.38
1	1	Y	TPDRCB-INT EBSDL0002-D SOI, OBSERVE, SMALL FORM DOME LIGHT, 3", R/W Warehouse: INHO	52.0700	52.07
2	2	N	INSIDE LIFT GATE MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: INHO	38.0000	76.00

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Page No.	5

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	549953-C
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston Iinstall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
 Telephone: 281-351-5451

Contact: KENNY TAYLOR
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E-mail: apayable@tomballtx.gov

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/25/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: INHO	199.0000	199.00
1	1	N	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: INHO 18 inch Harness Kit for Remote Node	38.0000	38.00
1	1	Y	ENGLMK008 SOI BLUEPRINT PIU LINK MICRO KIT Warehouse: INHO bluePRINT Link(R) Micro Kit, includes Module and Vehicle Harness for Ford Transit 2020-2023, Ford Explorer / Police Interceptor Utility (PIU) 2016-2023, Ford F150 2017-2020 only, Ford F250-F550 without large infotainment screen 2017-2022, Ford Escape 2020-2023	321.5700	321.57
1	1	N	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: INHO	40.0000	40.00
1	1	N	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: INHO	50.0000	50.00
1	1	N	GRAPHICS GRAPHICS FOR VEHICLE Warehouse: INHO GRAPHICS	1,400.0000	1,400.00

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	549953-C
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston Iinstall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
 Telephone: 281-351-5451

Contact: KENNY TAYLOR
 Telephone: 832-540-9161

E-mail: apayable@tomballtx.gov

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/25/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	CUSTOMER SUPPLIED CUSTOMER SUPPLIED EQUIPMENT Warehouse: INHO STALKER RADAR AXON CAMERA SYSTEM COMPUTER MOUNT KENWOOD RADIO PLASTIX PLUS TICKET SYSTEM SETINA LIGHTED PUSH BUMPER 2 SOUND OFF SPEAKERS SETINA PARTITION SETINA REPLACEMENT SEAT WITH REAR PARTITION PP CARGO DECK MOUNT	0.0000	0.00
1	1	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: INHO LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	400.0000	400.00
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: INHO	3,550.0000	3,550.00
0	0	N	INFO BALLISTIC GLASS INSTALL Warehouse: INHO	0.0000	0.00

Print Date	10/08/24
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Page No.	7

Printed By: Kenny Taylor

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	549953-C
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

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 5121 Steadmont Dr
 Houston, TX 77040

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/25/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	DW02568-D22C-00 CGS OEM DESIGN W/ BALLISTIC OFFSET, PIU 2020+ Warehouse: INHO	2,478.0000	2,478.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: INHO LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	75.0000	75.00
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: INHO	700.0000	700.00

Approved By: _____

Approve All Items & Quantities

Quote Good for 30 Days

Print Date	10/08/24
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Subtotal	17,708.22
Freight	450.00
Order Total	

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	549757-E
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston Iinstall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
 Telephone: 281-351-5451

Contact: KENNY TAYLOR
 Telephone: 832-540-9161

E-mail: apayable@tomballtx.gov

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/24/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	INFO BUYBOARD CONTRACT #698-23 Warehouse: INHO	0.0000	0.00
2	2	N	INFO 2024 FORD PIU X2 Warehouse: INHO	0.0000	0.00
2	2	N	INFO TOMBALL POLICE DEPARTMENT Warehouse: INHO	0.0000	0.00
2	2	N	INFO EQUIPMENT AND INSTALL Warehouse: INHO	0.0000	0.00
0	0	N	INFO FRONT Warehouse: INHO	0.0000	0.00
2	2	Y	MISC SOI,NFNXT LBAR 48 PART#ENNLB0188U-49B Warehouse: INHO	2,100.0000	4,200.00
2	2	Y	BK2168ITU20 SMC PB450L With SOUNDOFF SIGNAL MPOWER Warehouse: INHO	804.3000	1,608.60

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Print Time	03:44:47 PM
Page No.	1

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/24/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: INHO 100J series composite speaker w/ universal bail brkt-100 watt	198.0000	792.00
4	4	N	MOUNT CENTERED ON BOTTOM OF PUSH BUMPER ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: INHO HEAD LAMP CORNERS	72.6300	290.52
0	0	N	INFO SIDE Warehouse: INHO	0.0000	0.00
4	4	N	EMPS2STS4J SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU Warehouse: INHO	110.0000	440.00
4	4	Y	UNDER MIRRORS PMP2BKUMB4 SOI 2020 PIUT UNDER MIRROR MNT BRACKET, EACH Warehouse: INHO	19.1400	76.56

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 GREENSBORO, NC 27407

Sales Quote

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09/24/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	EMPSA05C2-J SOI, MPWR FASCIA, 4X2, STM, BLK HSG, RED/BLU Warehouse: INHO 4"x2" mpower Fascia with Stud Mount 24 LED (Dual) 9-32 Volt SAE with 1.5' Pigtail Black Housing with Clear Lens RED/BLU	154.0000	616.00
4	4	N	PMPSAWSSSB SOI 4X2 MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: INHO	13.0000	52.00
0	0	N	INFO REAR Warehouse: INHO	0.0000	0.00
2	2	Y	EMPAK017JS SOI, MPWR ARR, REAR, 6MOD, 2020-23 PIU, RA/BA Warehouse: INHO Ford Explorer/PI Utility (2020-23) 6 Mod Split Rear w/ 4" Modules (DRV) D12 D12 D12 D12 D12 D12 (PAS) R_A R_A R_A X X B_A B_A B_A Accessories: PNFLBSPLT1 LIN DSC w/ Breakout Box (Included)	1,044.8700	2,089.74

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	549757-E
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
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 5121 Steadmont Dr
 Houston, TX 77040

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/24/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	EMPS2QMS5RBA SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/AMB Warehouse: INHO 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/Amber	119.0000	476.00
4	4	N	BOTH SIDES OF LICENSE PLATE VERTICAL EMPS2QMS4J SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU Warehouse: INHO MOUNT INSIDE CARGO HATCH. LIGHTS VISIBLE TO REAR WHEN HATCH IS OPEN.	110.0000	440.00
4	4	N	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: INHO TAIL LAMPS	72.6300	290.52
0	0	N	INFO INTERIOR Warehouse: INHO	0.0000	0.00
2	2	N	ENGS5200RSP SOI, 500 SERIES PUSHBTN 200W CNTRL, +VOICE PLBK Warehouse: INHO ENGS5200RSP	830.0000	1,660.00

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DANA SAFETY SUPPLY, INC
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 GREENSBORO, NC 27407

Sales Quote

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E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/24/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	PP-2020-FINT-SUV-SFF PP 2020 FORD SUV SHORTY CONSOLE Warehouse: INHO 2020-2023 Ford Interceptor SUV SHORTY center console with Flip Forward arm rest. Relocates rear a/c and parking brake switch to console faceplate.	625.6300	1,251.26
2	2	N	PP-CUTOUT PP CUTOUT ONLY FOR CUSTOMER SUPPLIED RADIO Warehouse: INHO	0.0000	0.00
2	2	N	JOTTO PART#425-6682 JOTTO PART#425-6625 425-6682 JOTTO FP 4' SOUND OFF SIGNAL 500 SERIES REM Warehouse: INHO	33.0000	66.00
2	2	N	425-6625 JD 3" FLACEPLATE - KENWOOD NX-5000 KCH-19 CONTROL HEAD Warehouse: INHO	33.0000	66.00
2	2	N	PK1126ITU20TM SMC #10XL C Horizontal Sliding Window Warehouse: INHO Coated Polycarbonate With Vinyl Coated Expanded Metal Window Security Screen XL Panel Partition TM (Tall Man)	783.3000	1,566.60

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	549757-E
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
400 Fannin St
Tomball, TX 77375

Ship To

(For Pickup)
Houston I Stall Shop Warehouse
5121 Steadmont Dr
Houston, TX 77040

Contact: BRANDON PATIN
Telephone: 281-351-5451

Contact: KENNY TAYLOR
Telephone: 832-540-9161

E-mail: apayable@tomballtx.gov

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/24/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Kenny Taylor		Kenny Taylor-Install Houston	BRANDON PATIN		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	QK0635ITU20 SMC Full Replacement Transport Seat TPO Plastic Warehouse: INHO with Center Pull Seat Belts & #12 Expanded Metal Cargo Partition	1,147.3000	2,294.60
2	2	N	DK0100ITU20 SMC TPO POLYMER OVER MOLDED DOOR SKIN Warehouse: INHO	230.3000	460.60
2	2	N	DK0100ITU20 WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT Warehouse: INHO	230.3000	460.60
2	2	N	GK10342UHK SMC DUAL VERT. RACK 2 UNIV. LOCKS W/ HC KEY Warehouse: INHO "Dual T-Rail Mount2 Universal XL Handcuff Key Override"	426.3000	852.60
2	2	N	TPDRCB-INT PLASTIX TPDRCB-INT Rear Cargo Box for Ford Interceptor Warehouse: INHO	1,434.3800	2,868.76
2	2	Y	TPDRCB-INT CP-UV20-CARGO-LP Troy 20-23 Ford PI Utility tilt-up cargo mount w/gas s Warehouse: INHO	712.5000	1,425.00

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GREENSBORO, NC 27407

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400 Fannin St
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5121 Steadmont Dr
Houston, TX 77040

Contact: BRANDON PATIN
Telephone: 281-351-5451

Contact: KENNY TAYLOR
Telephone: 832-540-9161

E-mail: apayable@tomballtx.gov

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/24/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	EBSDL0002-D SOI, OBSERVE, SMALL FORM DOME LIGHT, 3", R/W Warehouse: INHO INSIDE LIFT GATE	52.0700	104.14
4	4	N	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: INHO	38.0000	152.00
2	2	N	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: INHO	199.0000	398.00
2	2	N	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: INHO 18 inch Harness Kit for Remote Node	38.0000	76.00
2	2	Y	ENGLMK008 SOI BLUEPRINT PIU LINK MICRO KIT Warehouse: INHO bluePRINT Link(R) Micro Kit, includes Module and Vehicle Harness for Ford Transit 2020-2023, Ford Explorer / Police Interceptor Utility (PIU) 2016-2023, Ford F150 2017-2020 only, Ford F250-F550 without large infotainment screen 2017-2022, Ford Escape 2020-2023	321.5700	643.14
2	2	N	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: INHO	40.0000	80.00

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	549757-E
Customer No.	TOMBALLPD

Bill To

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 400 Fannin St
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E-mail: apayable@tomballtx.gov

E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/24/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: INHO	50.0000	100.00
2	2	N	GRAPHICS GRAPHICS FOR VEHICLE Warehouse: INHO	1,400.0000	2,800.00
2	2	N	GRAPHICS CUSTOMER SUPPLIED CUSTOMER SUPPLIED EQUIPMENT Warehouse: INHO	0.0000	0.00
2	2	N	STALKER RADAR AXON CAMERA SYSTEM COMPUTER MOUNT KENWOOD RADIO PLASTIX PLUS TICKET SYSTEM INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: INHO	400.0000	800.00
2	2	Y	LOOM, WIRE, HARDWARE, CONNECTORS, ETC ***** INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: INHO	3,550.0000	7,100.00

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Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO BALLISTIC GLASS INSTALL Warehouse: INHO	0.0000	0.00
2	2	N	DW02568-D22C-00 CGS OEM DESIGN W/ BALLISTIC OFFSET, PIU 2020+ Warehouse: INHO	2,478.0000	4,956.00
2	2	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: INHO LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	75.0000	150.00
2	2	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: INHO	700.0000	1,400.00

Approved By: _____

Approve All Items & Quantities

Quote Good for 30 Days

Print Date	10/08/24
Print Time	03:44:47 PM
Page No.	9

Subtotal	43,103.24
Freight	900.00
Order Total	

Printed By: Kenny Taylor

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: October 21, 2024

Topic:

Consideration and discussion regarding appointment/reappointment to the Tourism Advisory Committee.

Background:

As discussed during the June 3, 2024, Regular City Council meeting, the following changes to the Boards and Commissions Handbook, specifically Chapter II, Board, Commission, and Committee Appointment Process:

The city will advertise any open / vacant positions 60 days prior to the council appointments. For an application to be considered, your complete application must be received 45 days prior to the date of possible appointment. Any applications received within 45 days of an appointment will not be considered for the next appointment, therefore, we encourage you to submit a completed application as soon as possible. All eligible applicants will be notified and scheduled to a council workshop/regular meeting where candidates will have the opportunity to introduce themselves and answer any questions.

The Tourism Advisory Committee consists of nine (9) members; membership is composed of three Tomball residents, three Tomball business owners, officer or directors other than a hotel or motel, and three employees or officers of a Tomball hotel or motel.

<u>TAC Member</u>	<u>Position</u>	<u>Term Ends</u>
Kailey Moore	Business 5	12/5/2024
Paige Cassel	Hotel 9	12/5/2025

Kailey Moore is no longer eligible to serve in her capacity as she is not the current owner of HTeaO, located in Tomball.

Paige Cassel submitted her resignation via email on August 14, 2024.

The following individuals would like to be considered, and their applications are included in the packet for consideration to the vacant positions:

Gilianne Bijoux, eligible for Business Position 5, Katie Whisler, eligible for Hotel Position 9, and Laura “Lori” Ball, eligible for Business Position 5.

The mentioned applicants were invited to attend today's meeting.

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
Staff Member _____ Date _____

Approved by _____
City Manager _____ Date _____



CITY OF TOMBALL

APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

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

Please Type or Print Clearly:

Date: 2/22/24

Name: Gilianne Bijoux

Phone: [REDACTED]

(Home)

Address: [REDACTED]

Phone: _____

(Work)

Email: [REDACTED]

I have lived in Tomball 1.5 years.

I am am not a U.S. Citizen

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

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

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

Professional and/or Community Activities: None

Additional Pertinent Information/References: Raymond Francois - 352-215-8497
Amy Mason - 713-412-1882
Brandy Beyer - 713-594-3449

Please attach a short biography to this application.

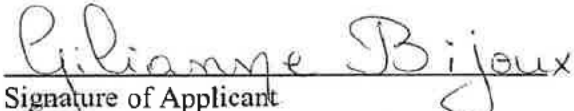
Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

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

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

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

I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.



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

Please return this application to: City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cs@ci.tomball.tx.us
office: 281-290-1002
fax: 281-351-6256

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

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Data Received

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

Not Applicable

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7 William Biloux
Signature of vendor doing business with the governmental entity

2.26.24
Date

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

**LOCAL GOVERNMENT OFFICER CONFLICTS
DISCLOSURE STATEMENT**

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer
Not Applicable

2 Office Held

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

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

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

Date Gift Accepted _____	Description of Gift _____
Date Gift Accepted _____	Description of Gift _____
Date Gift Accepted _____	Description of Gift _____

(attach additional forms as necessary)

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

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____
20_____, to certify which, witness my hand and seal of office

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

OR

(2) Unsworn Declaration

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

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country) USA

Executed in Harris County, State of Texas on the 26th day of February, 2024
(month) (year)

Gilianne Bijoux
Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

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

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

(2) the vendor:

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

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



Board Member Election on Disclosure

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

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

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

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

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

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

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

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

Gilianne Bijoux
Board Member's Signature

02.22.24
Date

Gilianne Bijoux

Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 2.22.24 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

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

Gilianne Bisoux
Signature of Applicant for Appointment

GILIANNE BISOUX
Printed Name of Applicant

2.22.24
Date:

Short Biography:

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



CITY OF TOMBALL

APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

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

Please Type or Print Clearly: Date: 2/5/24

Name: Katelyn Whisler Phone: [REDACTED]

Address: [REDACTED] (Home)

Email: [REDACTED] Phone: _____

(Work)

I have lived in Tomball 7 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: I am co-owner of Maple Creek Bed and Breakfast, which opened in Tomball in 2016.

Professional and/or Community Activities: Organize annual toy drive for Texas Childrens Hospital.

Additional Pertinent Information/References: _____

Please attach a short biography to this application.

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

I would like to know what our occupancy tax money is being used for. I would also like to learn how my business can help the tourism of Tomball, and how Tomball can help my business.

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.

Katelyn Whisler
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

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.

Katelyn Whisler

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

N/A

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

7 Katelyn Whisler
Signature of vendor doing business with the governmental entity

2/5/20
Date

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

**LOCAL GOVERNMENT OFFICER CONFLICTS
DISCLOSURE STATEMENT**

FORM CIS

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

<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 Katelyn Whisler</p>	
<p>2 Office Held Tourism Advisory Committee</p>	
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code N/A</p>	
<p>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.</p>	
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>(attach additional forms as necessary)</p>	
<p>6 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: center;"><i>Katelyn Whisler</i> 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 _____ 20____, to certify which, witness my hand and seal of office.</p> <p>Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath _____</p>	
<p>(2) Unsworn Declaration</p> <p>My name is <u>Katelyn Whisler</u> and my date of birth is <u>03/31/1993</u></p> <p>My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)</p> <p>Executed in <u>Harris</u> County, State of <u>Texas</u> on the <u>5th</u> day of _____ 20____ (month) _____ (year)</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:

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



Board Member Election on Disclosure

An 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.

Katelyn Whisler
Board Member's Signature

02/5/2024
Date

Katelyn Whisler
Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 2/5/24 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

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

Katelyn Whisler
Signature of Applicant for Appointment

Katelyn Whisler
Printed Name of Applicant

2/5/24
Date:

Requested Biography of Katelyn Whisler

Hello! I was born in San Diego, California in 1993, but moved to Houston, Texas soon after once my father finished his time in the U.S. Navy. I grew up in the Spring area, and I graduated from Houston Baptist University with a double major in Business Marketing and Business Management in 2014. [REDACTED]

[REDACTED] Soon after graduation, I started working at HR&P as a Customer Relations Specialist and assisted in onboarding new clients onto the payroll system. [REDACTED]

[REDACTED] business, Maple Creek Bed and Breakfast, in Tomball. We've been successfully hosting guests from all over the world and have been a part of so many special memories for the last seven years. In my free time, I enjoy reading, cheering on the Astros. [REDACTED]



CITY OF TOMBALL

APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

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

Please Type or Print Clearly:

Name: Laura "Lori" Ball Date: July 20, 2023

Address: [REDACTED] Phone: (281) 687-1653

Email: Lori.Ball@outlook.com Phone: [REDACTED]
(Home)
(Work)

I have lived in Tomball 17 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 of Officer of a hotel or motel located within the city limits of Tomball

Occupation: I am a travel agent with Magical Vacation Planner. I operate under Explore Travel, LLC which I have owned since 2019. I also work as the Executive Assistant to the CEO of HCA Houston Healthcare Tomball.

Professional and/or Community Activities: I was a commissioner on the Tomball Charter Review served on the Tomball Fire Department Volunteer Retention Board. I served as a Tomball Chamber of Commerce Ambassador and I am currently the President of the Spring Forest Estates HOA. I was the Board Secretary for the Tomball Redcats Association and most recently the team mom for the 2022 Tomball Varsity Cougars.

Additional Pertinent Information/References: I own and manage a Facebook Page named Great Job Tomball Texas. This page specifically promotes all things Tomball and the events and great services available in our community.

Please attach a short biography to this application.

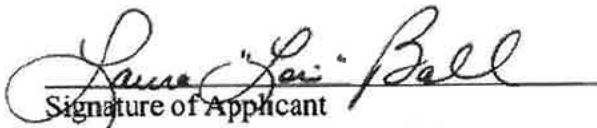
Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

I am passionate about Tomball. I do my best to encourage all things Tomball by promoting events, businesses, and sharing contacts to keep business circulating here. I am happy to raise my family here and encourage others to do the same. I am an advocate for our local businesses and want others to experience the great things we have to offer.

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

Applications for the Tourism and 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
Acknowledgement of Receipt and Understanding (page 33, Handbook)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer
Laura E Ball aka Lori Ball

2 Office Held

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

Explore Travel, LLC

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

Lori Ball is the owner/operator of Explore Travel, LLC, a home based travel agency based out of Tomball Texas.

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 Laura Ellen Ball and my date of birth is February 2, 2023

My address is _____

Executed in Harris (street) County, State of Texas (city) , on the 17th (state) day of July (zip code) , 202023 (country) (month) (year)

Laura E Ball
Signature of Local Government Officer (Declarant)

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on July 20 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.

Laura "Loe" Ball
Signature of Applicant for Appointment

Laura "Loe" Ball
Printed Name of Applicant

July 20, 2023
Date:

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, 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.

Laura E Ball aka Lori Ball
 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.

Lori Ball is the owner/operator of Explore Travel, LLC, a home based travel agency based out of Tomball Texas.

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

Laura E Ball July 17, 2023
 Signature of vendor doing business with the governmental entity Date



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.

Laura "Lori" Bell
Board Member's Signature

July 20, 2022
Date

Laura "Lori" Bell
Board Member's Printed Name

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: October 21, 2024

Topic:

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

Background:

As discussed during the June 3, 2024, Regular City Council meeting, the following changes to the Boards and Commissions Handbook, specifically Chapter II, Board, Commission, and Committee Appointment Process:

The city will advertise any open / vacant positions 60 days prior to the council appointments. For an application to be considered, your complete application must be received 45 days prior to the date of possible appointment. Any applications received within 45 days of an appointment will not be considered for the next appointment, therefore, we encourage you to submit a completed application as soon as possible. All eligible applicants will be notified and scheduled to a council workshop/regular meeting where candidates will have the opportunity to introduce themselves and answer any questions.

The Board of Adjustments consists of 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.

<u>BOA Member</u>	<u>Position</u>	<u>Term Ends</u>
Colleen Pye	Regular 4	3/2/2026

On September 26, 2024, Colleen Pye submitted her resignation.

The following individuals would like to be considered, and their applications are included in the packet for consideration to the vacant position:

Angie Johnson is currently serving on the Tomball Advisory Committee, Danny Hudson is currently serving on the Tomball Economic Development Corporation Board, and Tana Ross is currently serving on the Planning and Zoning Commission.

All were invited to attend today's meeting.

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

TEDC

Planning & Zoning Commission/**CIPAC**
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: 4/23/24

Name: Angie Johnson

Phone: [REDACTED] (cell)
(Home)

Address: [REDACTED]

Phone: same
(Work)

City/State/Zip [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

I have lived in Tomball 20 years.

I am am not a U.S. Citizen

Occupation: _____

Contract Specialist

Professional and/or Community Activities: _____

Volunteer ESL teacher – 2 years at Harris County library at Lone Star, currently tutoring English for citizenship oral testing

Tomball High School band volunteer – support students and parents at games and competitions and volunteer at concession stands

Additional Pertinent Information/References: _____

Certified Texas Contract Developer and Certified Texas Contract Manager
Create solicitations for state agency contracts and participate in bid evaluations and scoring instruments

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'm interested in volunteering my time because I'd like to be more civically engaged and contribute to decision making that will be in the best interest to the City of Tomball. I believe I can use my professional background to participate in in city processes that will continue to shape growth and quality of life in my community.

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

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

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

Decision-Making Boards and Commissions

- Planning & Zoning Commission/CIPAC
- Board of Adjustments

Meeting Information

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

Separate Legal Entities

- Tomball Economic Development Corporation

Meeting Information

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

- Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

(x) 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

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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



 Name of Officer

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

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

Yes No

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

Yes No

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

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

7 _____
 Signature of vendor doing business with the governmental entity

 Date

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

Angelynn Johnson

2 Office Held

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

n/a

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

n/a

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

Date Gift Accepted _____ Description of Gift _____

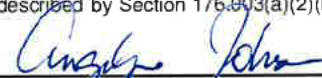
Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

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



Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, 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:

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



Board Member Election on Disclosure

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

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

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

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

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

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

home address

home telephone number

personal email address

cell or pager numbers not paid for by the City

emergency contact information

information that reveals whether I have family members.

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

Board Member's Signature

4/23/24

Date

Angie Johnson

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 4/26/2024 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of *Conduct* as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

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



Signature of Applicant for Appointment

Angelynn Johnson

Printed Name of Applicant

4/26/2024

Date:

Angie Johnson Bio

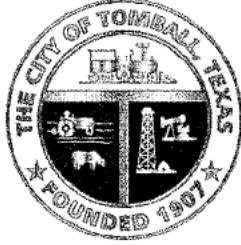
I have grown up in Tomball since 1980 and graduated from Tomball High School in 1988. I went on to graduate from the University of Houston and my background has mostly been in finance with positions as admin assistant, analyst, corporate trainer, and collateralized debt administrator for JP Morgan Chase, Bank of New York, and Citibank.

I switched careers in 2010 and spent three years working on a public safety radio communications upgrade for the City of Houston. By this time, I had participated in the citizens academies for Houston Police Department and Texas Department of Public safety and was active in their alumni associations, holding the treasurer position for the Houston Citizens Police Academy Alumni for several years.

My volunteer work includes volunteering for MADD and more recently at the Tomball branch of the Harris County Public Library system teaching English to non-native English speakers. My students inspired me to pursue my master's in education, and I completed my Masters in TESOL (Teaching English Speakers of Other Languages) from Sam Houston State University in 2023.

I currently work for the State of Texas, within the Texas Department of Public Safety as a Purchaser in Procurement and Contract Services. I develop and manage state contracts for all DPS divisions including Facilities, IT, Highway Patrol and the Texas Rangers, to name a few. I'm a Certified Texas Contract Developer (CTCM) and Certified Texas Contract Manger (CTCM) and follow strict compliance requirements daily. I'm familiar how local and state governments operate, having worked in the government sector since 2010.

I would like to be on a board through the City of Tomball to serve as voice for the citizens of Tomball, be involved in planning for the future of our community, and to be a part of the city's mechanisms for transparency.



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Name: Danny R. Hudson

Address: [REDACTED]

City/State/Zip [REDACTED]

Email: danny.hudson@sbcglobal.net

Date: 2/21/24

Phone: [REDACTED] (Home)

Phone: 832-693-3878 (Work)

Cell: [REDACTED]

I have lived in Tomball 20+ years.

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

Occupation: Senior Vice President, Commercial/Development lending: Stellar Bank
Have handled and advised clients through all aspects of planning, developing and constructing both residential and commercial projects.
Recent merger of Allegiance Bank and Community Bank of Texas resulted in formation of Stellar Bank. I was recently granted position of Sr. Lender of our Tomball office and moved here from the bank's main location to oversee all lending activities.

Professional and/or Community Activities: Cy-Hope volunteer Houston Food Bank volunteer
Homeless Ministry for 14 years "Under the Bridge Ministries"

Additional Pertinent Information/References: I have been in the banking industry since late 1982. I have lived and worked in Northwest Harris county the entire time. I moved to Tomball in 2000 and built a home on E. Hufsmith which is now a bed and breakfast. I have financed construction and development projects in Tomball and surrounding areas throughout the years. I have a hands on, working knowledge of the financial and economic impact projects have in the areas where they are constructed. I believe my lending background and experience will benefit this committee.

Please attach a short biography to this application.

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

I have lived in Tomball for over 20 years. I built a home from the ground up here and have also financed many different projects and companies that call Tomball home. While keeping abreast of our city's issues and needs, I have never actively participated in helping keep Tomball the special place that it has always been. I believe my background will help benefit our current leaders and volunteers that are running these committees. I would like to be hands on and help us maintain our environment while continuing to grow.

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

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

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

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Board of Adjustments

Meeting Information

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

Separate Legal Entities

- Tomball Economic Development Corporation
- 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.**

Danny Hudson

Digitally signed by Danny Hudson
Date: 2024.02.22 12:13:01 -06'00'



Signature of Applicant

(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cs0@tomballtx.gov
office: 281-290-1002
fax: 281-351-6256

*Tracy Garcia
+garcia@tomballtx.gov*

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

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

FORM CIQ

<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> <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="text-align: center; font-size: 2em; font-style: italic;">Not Applicable</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input 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 176.005(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>	

[Handwritten Signature]

2/22/2024

Danny Hanson

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

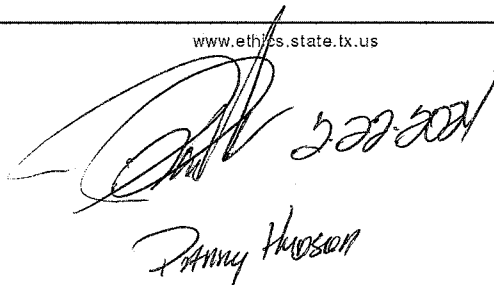
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(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.



Danny Hudson

**LOCAL GOVERNMENT OFFICER CONFLICTS
DISCLOSURE STATEMENT**

FORM CIS

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

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

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 8/17/2020

Not Applicable

[Signature] 2/12/ 5024

Danny Huoson

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

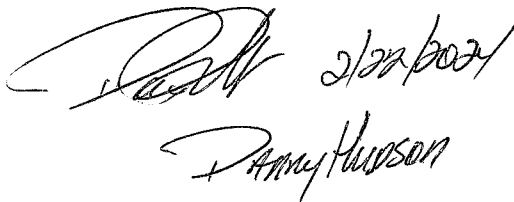
Local Government Code § 176.003(a)(2)(A):

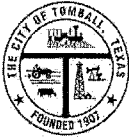
- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

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

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





Board Member Election on Disclosure

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

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

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

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

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

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

~~home address~~

home telephone number

personal email address

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

~~emergency contact information~~

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

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

Board Member's Signature

2-22-2024
Date

Danny Henson
Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 2-22-2024 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

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



Signature of Applicant for Appointment



Printed Name of Applicant



Date:


BIO: Danny Hudson

Danny Hudson is the Sr. Vice President of Stellar Bank and offices in Tomball, TX.

He has been involved in banking since 1983 and has been a resident of Tomball for over twenty years.

Danny specializes in commercial development and construction along with other commercial lending areas involving small to mid-sized businesses.

He earned a BBA in Finance with a minor in Economics from Stephen F. Austin State University. He is also a realtor in the State of Texas.





CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: May 21, 2024

Name: Tana P. Ross

Phone: n/a
(Home)

Address: [REDACTED]

Phone: n/a
(Work)

City/State/Zip [REDACTED]

Cell: [REDACTED]

Email: tanaleahr@gmail.com

I have lived in Tomball 20 years.

I am am not a U.S. Citizen

Occupation: Retired. Former planner for City of Magnolia from 2016 to 2022. Former economic development coordinator for City of Magnolia from 2011 to 2016.

Professional and/or Community Activities: PCED - Professional Community and Economic Development certification since 2015. Volunteer on City of Tomball Board of Adjustment from 2009 to 2015. Serving on City of Tomball Planning and Zoning Commission since 2020. Completed Citizen Planner Course in 2017. Member Texas Chapter of the American Planning Association from 2017 to 2022.

Member Salem Lutheran Church. Former President of Country Meadows HOA, now serve on the Coutry Meadows HOA Architectural Control Committee.

Additional Pertinent Information/References: Have an in depth understanding of urban planning and the municipal processes.

Please attach a short biography to this application.

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

I have lived in the City of Tomball for 20 years. I have a knowledge and understanding of the history of the City and respect its roots. At the same time I understand government processes, and know we are to serve the will of the City's citizens. I enjoy the challenge of the two and the democratic process. I would very much appreciate being able to continue to serve the City of Tomball, especially on the Planning and Zoning Commission.

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

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

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

Decision-Making Boards and Commissions

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

Meeting Information

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

Separate Legal Entities

- () Tomball Economic Development Corporation

- () Tomball Regional Health Foundation

Meeting Information

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

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

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

Tana Ross /Tana Ross

Signature of Applicant

(Must be signed/signature typed in)

Please return this application to:

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

n/a for Tana Ross

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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.

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

**LOCAL GOVERNMENT OFFICER CONFLICTS
DISCLOSURE STATEMENT**

FORM CIS

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

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

Tana Ross

2 Office Held

Planning and Zoning Commissioner - City of Tomball

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

n/a

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

n/a

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

n/a

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 Tana Ross and my date of birth is _____

My address is _____
(street) (city) (state) (zip code) (country)

Executed in Harris County, State of Texas, on the 21st day of May, 2024
(month) (year)

Tana Ross
Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

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

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

- (2) the vendor:

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

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



Board Member Election on Disclosure

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

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

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

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

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

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

home address

home telephone number

personal email address

cell or pager numbers not paid for by the City

emergency contact information

information that reveals whether I have family members.

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

Tana Ross
Board Member's Signature

May 21, 2024
Date

Tana Ross
Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on May 21, 2024 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

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

Tana Ross

Signature of Applicant for Appointment

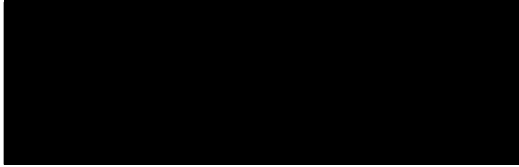
Tana Ross

Printed Name of Applicant

May 21, 2024

Date:

Tana Ross



Biography

Tana Ross is a retired certified Professional Community and Economic Developer, and Business Retention and Expansion Coordinator. She served the City of Magnolia as its Planning Coordinator from July 2016 to June 2022, and as its EDC Coordinator from 2011 to July 2016. In addition, she was active with CETA (the Central East Texas Alliance for economic development) 2014-2023 and served on the Board for four years. Prior to her municipal occupations Tana was a journalist (1998-2004) with Houston Community Newspapers and an editor for the Colorado County Citizen.



City Council Meeting Agenda Item Data Sheet

Meeting Date: October 21, 2024

Topic:

Consideration of Application from the Spring Creek County Historical Association for use of FY 2024-2025 Hotel Occupancy Funds for 2024-2025 Operations Activities.

Background:

Origination: Finance

Recommendation:

Party(ies) responsible for placing this item on agenda: Sueanne Larson, Finance Manager

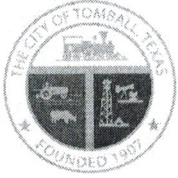
FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: 240-240-6352

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

Signed	<u>Bragg Farmer</u>	Approved by	_____
	Finance Director		City Manager
			Date
			<u>9/6/2024</u>



City of Tomball Application for Use of Hotel Occupancy Tax

Application Date: 6/20/24
Name of Organization/Business: SPRING CREEK COUNTY HISTORICAL ASS.
Street Address: 510 Pine Street
City: Tomball State: TX Zip Code: 77375
Contact Name: Rayford Lynn McCoy
Phone Number: 281-384-2621 Email: rayford.mccoy@gmail.com

Type of Organization/Business: Private/For-Profit Non-Profit
Purpose of organization/business: Promotion & preservation of objects which
establish or illustrate the history, culture & daily life in the area
of Tomball and Northern Harris County

Does your event/expenditure pass Part One of the statutory Hotel Occupancy Tax test listed below?

Defined specifically as directly enhancing and promoting tourism in Tomball and directly promoting the overnight accommodation industry in Tomball by increasing overnight stays.

Yes No

Does your event/expenditure pass Part Two of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one of more of the following categories?

Select all categories that apply.

- Establishment, improvement or maintenance of a convention or visitor center
- Administrative cost for facilitating convention registration
- Advertising, solicitations, and promotions that attracts tourists and delegates
- Encouragement, promotion, improvement, and application of the arts
- Historical restoration or preservation programs
- Signage directing tourists to attractions visited by hotel guests
- None of the above

Is this a new event/expenditure? Yes No

Name of the event/expenditure: Tomball Museum Center

Website address of event/expenditure: www.tomballmuseumcenter.com

Date(s) of event/expenditure: Throughout year

Location of event/expenditure: 510 Pine Street (approx 9 acres)

Description of event/expenditure: School tours, guided tours, accomodation of county tours for sr. citizens, carshow(s), quiltshows, candlelight tours

Estimated local attendees: 2000+ Estimated out of town attendees: 500

If approved, how will the grant funds be used? Maintenance, repairs, utilities, brochures, landscaping, website development etc.

How will you measure the impact of your event on local overnight accommodations? by monitoring attendance at events vs. prior events, tracking addresses of museum tour participants and tracking brochures distributed at hotels & motels

Amount of funding requested: \$ 59500

Current operating budget for the event/expenditure: \$ 75000 (approx)

Total funding dedicated to advertising/promotion of event/expenditure: \$ 5000 (brochures & website)

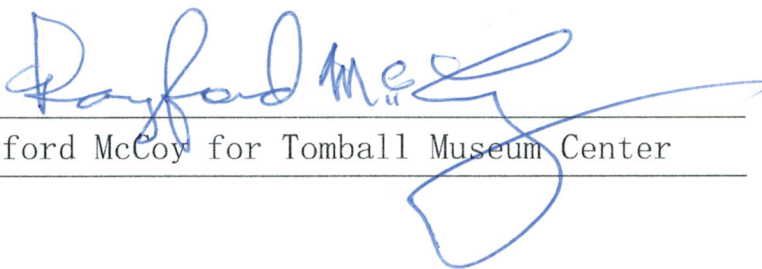
Organization's direct contribution to the operating and advertising budget: \$ 20000

Please indicate all promotion efforts your organization will utilize to alert visitors of the event/expenditure:

- Paid Advertising Radio Television Brochures
 Social Media Newspaper Online/Digital Press Release

How do you intend to advertise or promote your event to gain overnight stays in Tomball? see above & by word of mouth for wedding venue and reputation among professional protographers for photo shoots.

1. I have read the entire information in this application packet and understand and will comply with all provisions therein; and that I intend to use the grant for the event/expenditure to directly enhance and promote the tourism and hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.
2. I will abide by all relevant local, state, and federal laws/regulations regarding the use of Hotel Occupancy Tax.
3. I understand that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.
4. Applicant acknowledges that if grant funds are awarded, the event organizers agree to allow the financials of this event to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

Applicant Signature: 
Applicant Name: Rayford McCoy for Tomball Museum Center

Required Documents:

- Itemized budget of expenditures for grant funds
- Organization's most recent annual budget
- Organization's most recent financial statements – must be audited for grants exceeding \$100,000
- List of Board of Directors/Event Committee with contact information
- IRS Form W-9 – required if not currently on file with the City of Tomball
- Any other information that supports the request for funding

Please submit applications by email to finance@tomballtx.gov or mail/deliver to:

City of Tomball
Attn: Finance Dept.
501 James Street
Tomball, Texas 77375

TOMBALL MUSEUM CENTER
 FY 24-25 HOT REQUEST

<u>CATEGORY</u>	<u>AMOUNT</u>	<u>CATEGORY CUM.</u>
STRUCTURAL REPAIRS		
OIL CAMP HOUSE LEVELING & STABILIZATION	15000	15000
CORN CRIB STABILIZATION, POSSIBLE REMOVAL	2500	17500
PROVIDE FOR DRAINAGE ON "PARADE GROUNDS"	2500	20000
MAINTENANCE/PAINTING		
CHURCH PAINTING & NECESSARY SIDING REPLACEMENT	5000	5000
SCHOOLHOUSE PAINTING & NEC SIDING REPAIRS	3000	8000
OIL CAMP HOUSE PAINTING & NEC SIDING REPAIRS	3000	11000
OIL CAMP HOUSE, REPAIR/REPLACE FRONT & REAR DOORS	1500	12500
COMMUNITY EVENTS		
CANDLELIGHT TOURS (ASSOC. WITH GERMAN FESTIVAL	3500	3500
ANTIQUE CAR SHOW & PARADE	2000	5500
QUILT & CRAFTING SHOWS	1500	7000
LANDSCAPING		
APPROX. 9 ACRES, BI-WEEKLY	7200	7200
UTILITIES		
ELECTRICITY	7200	7200
CITY OF TOMBALL (4 METERS/BILLS)	3600	10800
ADVERTISING & PUBLIC RELATIONS		
WEBSITE AND PRINTING COSTS	2000	2000
REQUEST TOTAL FOR FY 24_25		59500

ORGANIZED BUDGET FOR 2024-2025

CATEGORY	CITY FUNDS	OTHER FUNDS	TOTAL
STRUCTURAL REPAIRS	20000		20000
MAINTENANCE & PAINTING	12500	1000	13500
COMMUNITY EVENTS	7000	2000	9000
LANDSCAPING	7200	500	7700
UTILITIES	10800	2000	12800
ADVERTISING & PUBLIC RELATIONS	2000	1500	3500
MISCELLANEOUS		1000	1000
PERSONNEL		12000	12000
TOTALS	59500	20000	79500

		2023					2024		
		July	October	November	December	2023 in General	January	February	March
Museum Specifics	Volunteer Hours			530 hours (96 in 2022)	435 hours		379 hours (337 in 2023)	444 hours (369 in 2023)	508.28 hours (348.43 in 2023)
	Visitors (to Museum)				2,171 visitors (537 in 2022)		115 visitors (68 in 2023)	32 Visitors (21 in 2023)	258 visitors
	Money Earned				\$4,113 (\$2,600 in 2022)	\$75 in donations from festivals	\$641 (\$364 in 2023)	\$240	
Events	Car Social		447 Visitors						
	Peak Into the Past (Pearl Fincher Fine Arts Museum)			About 150 visitors					
	Tea and Chat							\$13 in sales from bookstore + donations	
Social Media	Facebook	Up 30.5%	Reached 6,723 people (Up 52.8%) Visits up 16%				Visits Down; Reach Down; New Likes Up	Visits up 22.5%; Reach up slightly	
	Instagram	Up 260% (16,061 hits)					Visits Down; Reach Up; Followers Up	Visits up 17.6%; Reach down 2.7%	
	Museum Website							910 visitors	

SPRING CREEK COUNTY HISTORICAL ASSOCIATION

BOARD OF DIRECTORS

<u>INDIVIDUAL</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP</u>	<u>PHONE</u>	<u>E-MAIL</u>
LYNN MCCOY	31215 HELEN LANE	TOMBALL	77375	281-384-2621	rayford.mccoy@gmail.com
DEE McSHAN	16396 CLEARWATER CIRCLE	MONTGOMERY	77356	281-757-7746	d designs76@yahoo.com
BECKY CLEPPER	713 CLAYTON ST.	TOMBALL	77375	713-702-3513	heartbeckyc@gmail.com
PAMELA KAISER	815 BAKER DR.	TOMBALL	77375		pkaiser54@yahoo.com
BOBBY RUSSELL	PO BOX 1862	TOMBALL	77377	281-610-6685	Bearkats73@aol.com
CECILIE LANG	15119 TIMBERSHIRE COURT	MAGNOLIA	77355	281-252-0943	grlang@yahoo.com
HENRY REID	11102 OLDE MINT HOUSE LN	TOMBALL	77375	281-831-0738	henryreid@gmail.com
ROBERT WATTS	9511 SOTHERLOCH LAKE DR.	SPRING	77379	832-562-1518	rwatts1944@yahoo.com
ROSE HUBBARD	13706 LOSTCREEK RD.	TOMBALL	77375	281-757-0994	heartrosemaryh@gmail.com
MARY McCOY	31215 HELEN LN.	TOMBALL	77375	281-507-8693	marymccoy06@gmail.com
JOANN EHRHARDT	6607 KLEIN CEMETARY RD.	KLEIN	77379	713-376-0188	joann6607@gmail.com

Date	Num	Transaction	Payment	C	Deposit	Balance
2/3/2024	DEP	Americo Energy Resources cat: Royalties			466.10	28,230.86
2/3/2024	DEP	Doation cat: Tours			76.00	28,306.86
2/3/2024	DEP	Square cat: Donation memo: Tour Marisol Lopez			9.47	28,316.33
2/6/2024	DEP	Square cat: Photographers memo: Victoria Wright			24.12	28,340.45
2/7/2024	DEP	Square cat: Tours memo: William Blois			23.15	28,363.60
2/7/2024	1850	R.L. McCoy cat: Reimbursement memo: Fans	52.91			28,310.69
2/7/2024	1851	Void				28,310.69
2/7/2024	1852	Void				28,310.69
2/7/2024	1853	Reliant Engery cat: Utilities:Electric	294.64			28,016.05
2/7/2024	1854	Reliant Engery cat: Utilities:Electric	72.84			27,943.21
2/7/2024	1855	Reliant Engery cat: Utilities:Electric	100.96			27,842.25
2/7/2024	1856	AT&T/U-verse cat: Utilities:Telephone memo: 257433004	272.39			27,569.86
2/8/2024	DEP	Square cat: Photographers memo: Karina Pena			24.12	27,593.98
2/9/2024	1857	Reliant Engery cat: Utilities:Electric memo: 3 Accounts	602.20			26,991.78
2/10/2024	DEP	Square cat: Tours memo: Joel Hinton			34.87	27,026.65
2/10/2024	1858	Texas Cotton Gin Museum memo: Cotton Bale	100.00			26,926.65
2/10/2024	1859	Lucy Harvell cat: Reimbursement memo: Reimbursement Flags	160.40			26,766.25
2/11/2024	DEP	Square cat: Tours memo: Mary Campbell			4.58	26,770.83
2/12/2024	DEP	Square cat: Photographers memo: Karina Pena			24.12	26,794.95
2/12/2024	1860	Kasie Kimbrell cat: Cleaning memo: Cleaning Service	100.00			26,694.95
2/14/2024	1861	Atlas Air Conditioning & Heat cat: Griffin House	225.00			26,469.95

3/10/2024

Date	Num	Transaction	Payment	C	Deposit	Balance
2/14/2024	1862	Bob Watts cat: Reimbursement	25.98			26,443.97
2/18/2024	DEP	Square cat: Kids Museum Day Event memo: Christian Howard			9.47	26,453.44
2/19/2024	DEP	Square cat: Photographers memo: Rachael Lechman			24.12	26,477.56
2/19/2024	DEP	Square cat: Photographers memo: Karina Pena			24.12	26,501.68
2/20/2024	DEP	Square cat: Photographers memo: Morgan Vermlyen			24.12	26,525.80
2/21/2024	DEP	Book cat: Book Sales			13.00	26,538.80
2/21/2024	DEP	Memorial cat: Memorial			500.00	27,038.80
2/21/2024	DEP	Building Use cat: Buildig Use memo: Wedding			250.00	27,288.80
2/21/2024	DEP	Donation cat: Donation Tours memo: Tours			146.00	27,434.80
2/21/2024	DEP	Donation cat: Donation Tours memo: correction on 2/21/2024 deposit			20.00	27,454.80
2/21/2024	DEP	Square cat: Tours memo: Jose Angel Garcia Hinojosa			34.87	27,489.67
2/21/2024	1863	Nathan Marx cat: Building Use Refund memo: Wedding Cancellation	250.00			27,239.67
2/21/2024	1864	David Roche cat: Auto:Fuel Reimbursement memo: Cotton Bale Pickup	45.00			27,194.67
2/21/2024	1865	City Of Tomball cat: Utilities	529.65			26,665.02
2/21/2024	1866	Mary McCoy cat: Salary	960.79			25,704.23
2/23/2024	DEP	Square cat: Tours memo: Maria Prein			11.42	25,715.65
2/24/2024	1867	Bob Watts cat: Reimbursement memo: Stacey Harding Expense Lighting	43.94			25,671.71
2/24/2024	1868	Rene Velasquez cat: Lawn Care:Mowing	600.00			25,071.71
2/25/2024	DEP	Square cat: Tours memo: Don Sneck			23.15	25,094.86
2/25/2024	DEP	Square cat: Tours memo: Jacqueline Turner			9.47	25,104.33

Date	Num	Transaction	Payment	C	Deposit	Balance
2/25/2024	1869	Kasie Kimbrell cat: Cleaning	100.00			25,004.33
2/27/2024	DEP	Square cat: Photographers memo: Danielle Griffin			24.12	25,028.45
2/27/2024	DEP	Square cat: Photographers memo: Jennifer Schranz			24.12	25,052.57
2/27/2024	DEP	Square cat: Photographers memo: Karina Pena			24.12	25,076.69

5/13/2024

Date	Num	Transaction	Payment	C	Deposit	Balance
3/4/2024	DEP	Doation cat: Tours			101.00	25,177.69
3/4/2024	DEP	Donnation cat: Fans			40.00	25,217.69
3/4/2024	DEP	Americo Energy Resources cat: Royalties			423.69	25,641.38
3/4/2024	DEP	Square cat: Tours memo: Douglas Ratigan			9.47	25,650.85
3/4/2024	DEP	Square cat: Tours memo: German Contreras			58.32	25,709.17
3/4/2024	1870	Greater Tomball Area Chamber Of Comm... cat: Dues memo: Dues	250.00			25,459.17
3/4/2024	1871	Bob Watts cat: Reimbursement memo: Jim Hayhurst Gift	121.70			25,337.47
3/4/2024	1872	Reliant Engery cat: Utilities:Electric	366.62			24,970.85
3/10/2024	DEP	Donation cat: Donation memo: H. Reid			250.00	25,220.85
3/10/2024	1873	Kasie Kimbrell cat: Cleaning	100.00			25,120.85
3/10/2024	1874	Coastal Fumigators cat: Termite Ser Agree Renewal memo: Church	525.00			24,595.85
3/10/2024	1875	Lowe's cat: Maintenance memo: 9900391420 9	65.80			24,530.05
3/11/2024	DEP	Square cat: Photographers memo: Rachael Lechman			24.12	24,554.17
3/18/2024	DEP	Square cat: Tours memo: Quentin Schaefer			46.60	24,600.77
3/18/2024	DEP	Square cat: Tours memo: Emily Britt			23.15	24,623.92
3/18/2024	DEP	Square cat: Tours memo: Fuck			19.24	24,643.16
3/18/2024	DEP	Square cat: Tours memo: Laura Kies			23.15	24,666.31
3/18/2024	DEP	Square cat: Tours memo: Val D. Ricks			34.87	24,701.18
3/18/2024	1876	Mary McCoy cat: Salary	960.79			23,740.39
3/19/2024	DEP	Square cat: Membership memo: Barbara Powell			33.90	23,774.29

SCCHA March 2018

5/13/2024

Date	Num	Transaction	Payment	C	Deposit	Balance
3/19/2024	DEP	Square cat: Membership memo: Barbara Powell			33.90	23,808.19
3/19/2024	DEP	Square cat: Photographers memo: Karina Pena			24.12	23,832.31
3/20/2024	DEP	Donation cat: Donation Tours memo: Tours			160.00	23,992.31
3/20/2024	DEP	Building Use cat: Buildig Use memo: Magnolia Rangers UDoTC			25.00	24,017.31
3/20/2024	1877	ADT Security Service cat: Utilities:Alarm memo: 202346927	147.73			23,869.58
3/20/2024	1878	AT&T/U-verse cat: Utilities:Telephone memo: 257433004	0.03			23,869.55
3/20/2024	1879	Chaseloch Storage cat: Maintenance memo: Loom Repair	200.00			23,669.55
3/20/2024	1880	City Of Tomball cat: Utilities	574.97			23,094.58
3/20/2024	1881	Mary Mcoy cat: Reimbursement memo: Ink	61.69			23,032.89
3/25/2024	DEP	Square cat: Tours memo: Kayla Alsobrook			11.42	23,044.31
3/25/2024	DEP	Square cat: Photographers memo: Rachael Lechman			24.12	23,068.43
3/27/2024	DEP	Square cat: Photographers memo: Melissa Carson			24.12	23,092.55
3/27/2024	1882	Rene Velasquez cat: Lawn Care:Mowing	600.00			22,492.55
3/27/2024	1883	Mary Mcoy cat: Candlelight Tours	344.02			22,148.53
3/28/2024	DEP	Square cat: Photographers memo: Karina Pena			24.12	22,172.65
3/31/2024	1884	Kasie Kimbrell cat: Cleaning	100.00			22,072.65
4/1/2024	DEP	Square cat: Photographers memo: Danielle Griffin			24.12	22,096.77
4/1/2024	DEP	Square cat: Photographers memo: Angie Church			24.12	22,120.89
4/1/2024	1885	Nelson Martinez memo: Tree Trrimming	850.00			21,270.89
4/3/2024	DEP	Americo Energy Resources cat: Royalties			448.54	21,719.43

SCCHA March 2018

5/13/2024

Date	Num	Transaction	Payment	C	Deposit	Balance
4/3/2024	DEP	Donation cat: Donation Tours memo: Tours			39.00	21,758.43
4/3/2024	1886	Mary Mcoy cat: Reimbursement memo: Cleaning Supplies	148.69			21,609.74
4/3/2024	1886	cat: Candlelight Tours	12.99			21,596.75
4/3/2024	1886	cat: Hospitality memo: Water	41.96			21,554.79
4/3/2024	1886	cat: Office Supplies	189.50			21,365.29
4/4/2024	DEP	Square cat: Quilt Show 2024 memo: Shirley Lusk			19.24	21,384.53
4/5/2024	DEP	Square cat: Tours memo: Patti Schneider			19.24	21,403.77
4/8/2024	DEP	Square cat: Tours memo: Keiko Norwood			14.35	21,418.12
4/8/2024	DEP	Square cat: Photographers memo: Angie Church			24.12	21,442.24
4/11/2024	DEP	Square cat: Photographers memo: Nichole Daniel			24.12	21,466.36
4/11/2024	DEP	Square cat: Tours memo: Sanjay Baello			34.87	21,501.23
4/14/2024	1887	AT&T/U-verse cat: Utilities:Telephone memo: 257433004	131.20			21,370.03
4/14/2024	1888	City Of Tomball cat: Utilities	123.92			21,246.11
4/14/2024	1889	Lucy Harvell cat: Reimbursement memo: Supplies	160.40			21,085.71
4/14/2024	1890	Reliant Engery cat: Utilities:Electric	277.08			20,808.63
4/14/2024	1891	U.S.Treasury cat: Employee Tax memo: 941	799.26			20,009.37
4/14/2024	1892	Mary McCoy cat: Salary	960.79			19,048.58
4/15/2024	DEP	Square cat: Tours memo: Gus Verraires			23.15	19,071.73
4/15/2024	DEP	Square cat: Tours memo: Lisa Ireland			34.86	19,106.59

SCCHA March 2018
5/13/2024

Date	Num	Transaction	Payment	C	Deposit	Balance
4/15/2024	DEP	Square cat: Tours memo: Taylor Goodrich			11.42	19,118.01
4/15/2024	DEP	Square cat: Donation Tours memo: Mary Vatuna			48.55	19,166.56
4/15/2024	DEP	Square cat: Tours memo: Diana Martinez			29.01	19,195.57
4/15/2024	DEP	Square cat: Photographers memo: Ashley Ebert			24.13	19,219.70
4/15/2024	1904	Square cat: Membership memo: Lucy Harvill			33.90	19,253.60
4/18/2024	DEP	Square cat: Photographers memo: Danielle Griffin			24.12	19,277.72
4/18/2024	DEP	Square cat: Tours memo: Patrick Huson			46.60	19,324.32
4/18/2024	DEP	Square cat: Tours memo: Scott Eldredge			14.36	19,338.68
4/21/2024	1894	Kasie Kimbrell cat: Cleaning	100.00			19,238.68
4/22/2024	DEP	Square cat: Tours memo: Jeff Tetz			9.47	19,248.15
4/22/2024	DEP	Square cat: Tours memo: Holly McNeill			34.87	19,283.02
4/22/2024	DEP	Square cat: Tours memo: Dalton Dietert			9.47	19,292.49
4/24/2024	DEP	Square cat: Membership memo: Susan Parmlee			33.89	19,326.38
4/24/2024	1893	Void				19,326.38
4/24/2024	1895	Tim Kennedy cat: Office Supplies	139.12			19,187.26
4/24/2024	1896	Elizabethj Cummings cat: Library Supplies memo: Repair Supplies	283.22			18,904.04
4/24/2024	1897	Rene Velasquez cat: Lawn Care:Mowing	600.00			18,304.04
4/26/2024	DEP	Square cat: Photographers memo: Danielle Griffin			24.12	18,328.16
4/26/2024	DEP	Square cat: Membership memo: George McQueen			48.55	18,376.71

SCCHA March 2018

5/13/2024

Date	Num	Transaction	Payment	C	Deposit	Balance
4/26/2024	DEP	Square cat: Tours memo: Nancy Foylin			9.47	18,386.18
4/26/2024	1898	R & D Painting cat: Maintenance Painting	6,200.00			12,186.18
4/27/2024	DEP	Square cat: Tours memo: Taylor Porche			9.47	12,195.65
4/29/2024	DEP	Square cat: Membership memo: James M. Sigmund			48.55	12,244.20

Spring Creek County Historical Association

Profit and Loss
January - April, 2024

	TOTAL
Income	535.00
Building Use Income	
Donations	406.00
Donations - Undesignated	1,950.00
Memorial Donations	525.00
Photography Donations	
Total Donations - Undesignated	2,881.00
Total Donations	2,881.00
Grant - City of Tomball	14,681.90
Program Income	
Candlelight Tour Income	488.90
Kids' Museum	0.00
Membership Dues Income	475.00
Tea and Chat Income	425.00
Tours Income	1,607.00
Total Program Income	2,995.90
Quilt Show	20.00
Sales of Product Income	
Books	238.00
Fans	170.00
Total Sales of Product Income	408.00
Uncategorized Income	29.47
Total Income	\$21,551.27
GROSS PROFIT	\$21,551.27
Expenses	
Bank Service Charges	40.00
Depreciation Expense	117.00
Docent Expense	100.00
Dues & Subscriptions	250.00
Events Expense	32.32
Antique Car Show Expenses	803.42
Candlelight Tour Expense	382.90
Total Events Expense	1,218.64
Insurance	935.00
Insurance -COMMERCIAL LIABILITY	2,521.00
Merchant Fees	105.04
Office Expenses	614.06
Operations	356.47
Advertising and Publicity	99.75
Postage, Mailing Service	39.00

Profit and Loss
January - April, 2024

	TOTAL
Supplies	387.93
Total Operations	883.15
Repairs & Maintenance	850.00
Buildings & Grounds Maintenance	15,333.08
Cleaning	1,548.69
Lawn Service	3,600.00
Total Repairs & Maintenance	21,331.77
Salaries	4,560.00
Security	50.00
Storage Unit	200.00
Taxes	
Payroll Taxes	348.84
Royalty Taxes	89.40
Total Taxes	438.24
Telephone	534.79
Utilities	3,547.44
Total Expenses	\$37,446.13
NET OPERATING INCOME	\$ -15,894.86
Other Income	
Bank Rewards	40.00
Interest Income - CD	2,387.34
Royalty Income	
Americo Energy Resources	1,939.94
Total Royalty Income	1,939.94
Total Other Income	\$4,367.28
NET OTHER INCOME	\$4,367.28
NET INCOME	\$ -11,527.58

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
 requester. Do not
 send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) SPRING CREEK COUNTY HISTORICAL ASSOCIATION
	2	Business name/disregarded entity name, if different from above.
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>
	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	5	Address (number, street, and apt. or suite no.). See instructions. P.O. BOX 457
	6	City, state, and ZIP code TOMBALL, TX. 77375
	7	List account number(s) here (optional)
		Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;">74</td> <td style="width: 25%;">- 6070</td> <td style="width: 25%;">572</td> <td style="width: 25%;"></td> </tr> </table>	74	- 6070	572	
74	- 6070	572		

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>[Signature]</i>	Date 6/29/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

City Council Meeting Agenda Item Data Sheet

Meeting Date: October 21, 2024

Topic:

Approve Resolution No. 2024-37 Designating Authorized Representatives to Conduct Authorized Participation in TexPool and TexPool Prime on Behalf of the City of Tomball.

Background:

Due to the personnel change in the Finance Director position, it is necessary to file a new Amending Resolution with TexPool to remove Katherine Tapscott and add Bragg Farmer on the City account. The provided Resolution No. 2024-37 will satisfy the requirement to make these changes.

Origination: TexPool

Recommendation:

Authorize the approval of Resolution No. 2024-37 which amends access to the TexPool investment accounts.

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? N/A

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

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

Signed Bragg Farmer 10.15.24 Approved by _____
Staff Member Date City Manager Date



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. This document supersedes all prior Authorized Representative forms.

*** Required Fields**

1. Resolution

WHEREAS,

City of Tomball, Texas

7 8 5 1 4

Participant Name*

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and


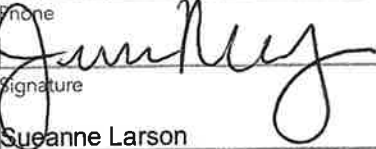

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1.	Bragg Farmer	Finance Director
	Name	Title
	2 8 1 2 9 0 1 4 1 7	bfarmer@tomballtx.gov
	Phone	Email
		
	Signature	
2.	Jessica Rogers	Assistant City Manager
	Name	Title
	2 8 1 2 9 0 1 4 7 5	jrogers@tomballtx.gov
	Phone	Email
		
	Signature	
3.	Sueanne Larson	Finance Manager
	Name	Title
	2 8 1 2 9 0 1 4 3 4	slarson@tomballtx.gov
	Phone	Email
		
	Signature	

1. Resolution (continued)

4.

Name										Title									
Phone					Fax					Email									
Signature																			

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Bragg Farmer
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Perla Carrasco										Accountant									
Name										Title									
2 8 1 2 9 0 1 4 2 0					Fax					pcarrasco@tomballtx.gov									
Phone					Fax					Email									

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the [] day of [], 2 0 [] [].

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

[]
Name of Participant*

SIGNED

[]
Signature*
[]
Printed Name*
[]
Title*

ATTEST

[]
Signature*
[]
Printed Name*
[]
Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstdsystems.com

Fax: 866-839-3291

City Council Agenda Item Data Sheet

Meeting Date: October 21, 2024

Topic:

Conduct a public hearing and consideration to approve **Zoning Case Z24-16**: Request by Mike Matheson, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No.1 from Office (O) to the General Retail (GR) zoning district. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2024-31, an Ordinance of the City of Tomball, Texas, amending Chapter 50 of the Tomball Code of Ordinances by rezoning approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No.1 from Office (O) to the General Retail (GR) zoning district. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

On October 14th, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. Other than the applicant, no individuals from the public spoke regarding the case. The Planning & Zoning Commission had no questions for the applicant nor staff and the rezoning case was approved with a 4-0 vote. Commissioner Ross did not attend the meeting and had an excused absence.

Origination: Mike Matheson

Recommendation: Approval

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. 2024-31

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 1.0402 ACRES OF LAND LEGALLY DESCRIBED AS BEING LOT 72, BLOCK 1 OF ACQUEST TOMBALL, REPLAT NO. 1 FROM THE OFFICE (O) DISTRICT TO THE GENERAL RETAIL (GR) DISTRICT. THE PROPERTY IS LOCATED AT 1211 RUDEL 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, Red Grip, LLC, represented by Mike Matheson, has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball, Replat No. 1, within the City of Tomball, Harris County, Texas (the “Property”), from the Office District to General Retail 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, imp

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 _____ 2024.

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 _____ 2024.

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

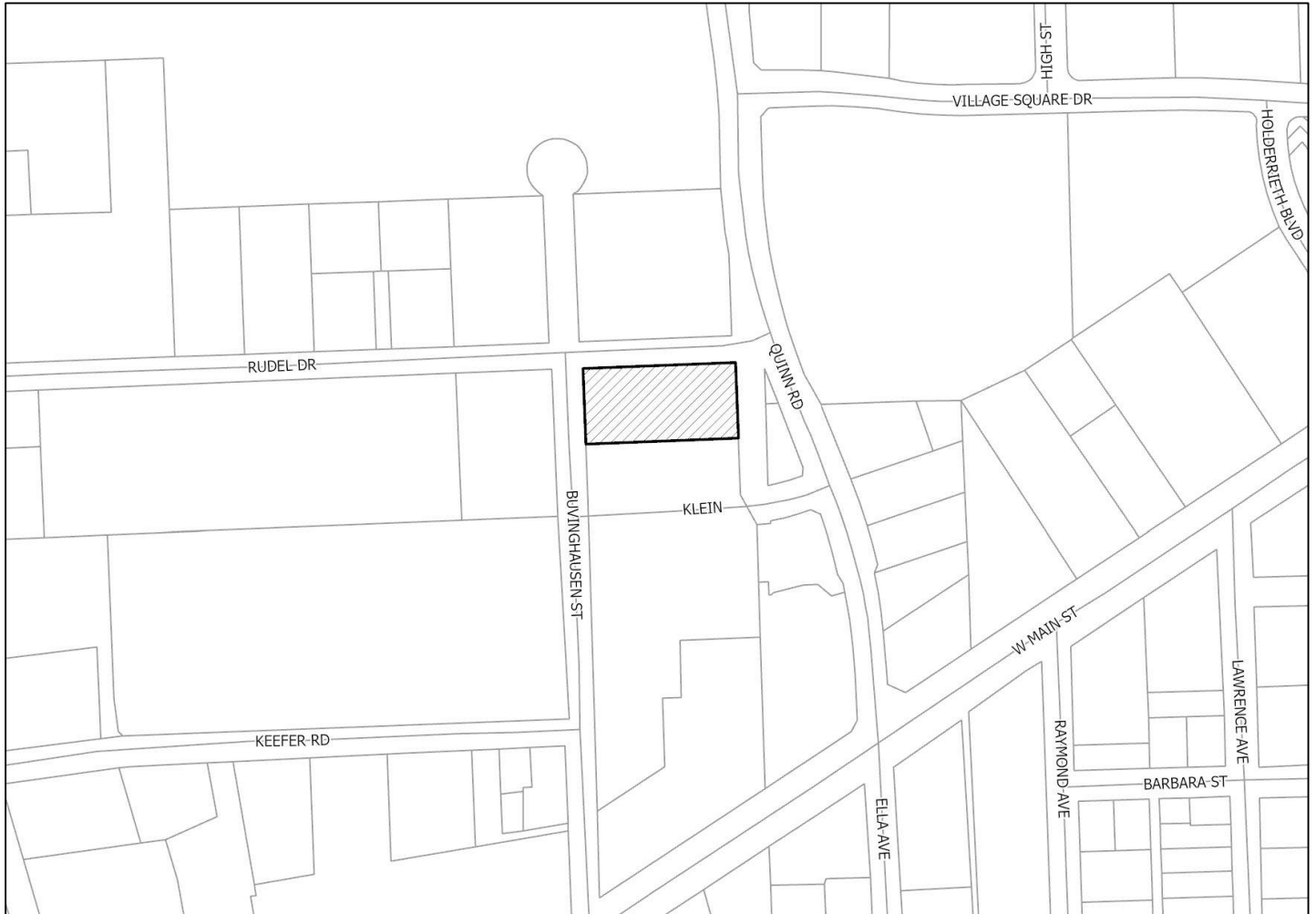
LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary

Exhibit "A"

Location: 1211 Rudel Drive, within the City of Tomball, Harris County, Texas.



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
OCTOBER 14, 2024
&
CITY COUNCIL
OCTOBER 21, 2024**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 14, 2024 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, October 21, 2024 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 Z24-16: Request by Mike Matheson, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No.1 from Office (O) to the General Retail (GR) zoning district. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas.

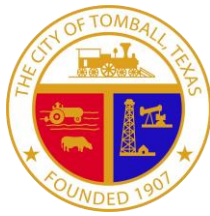
At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative 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.

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 11th day of October 2024 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 Z24-16

9/24/2024

The Planning & Zoning Commission will hold a public hearing on **October 14, 2024 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 Matheson, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No.1 from Office (O) to the General Retail (GR) zoning district. The property is located at 1211 Rudel 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 that area which is highlighted in green on the map is being considered for **re-zoning**. The solid boundary line around the subject area is only a 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 approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **October 21, 2024 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 #: Z24-16

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

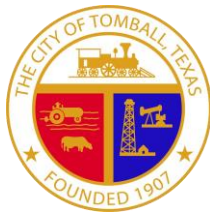
Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: _____

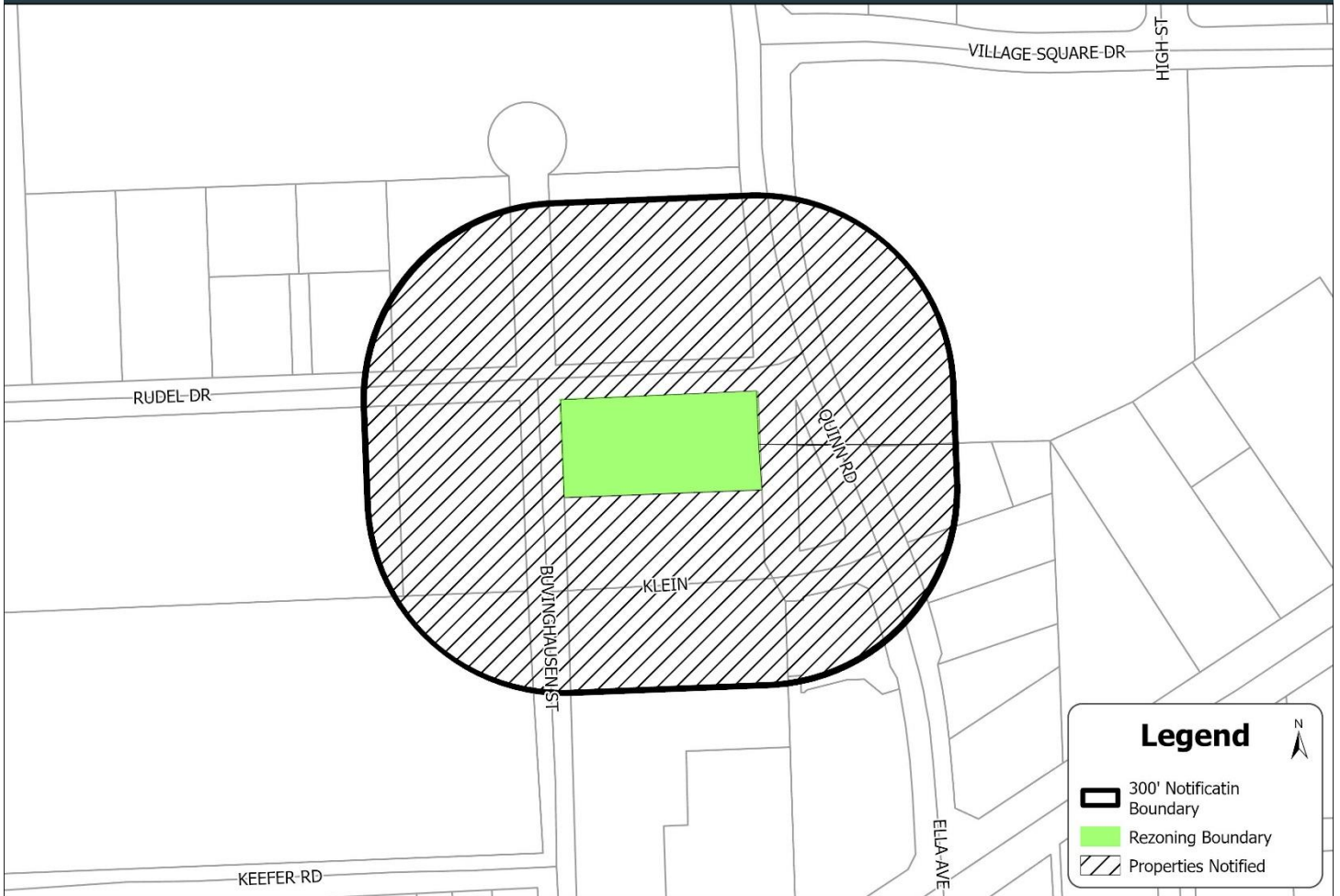


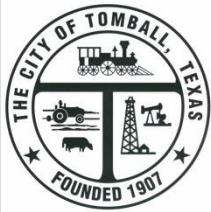
City of Tomball
Community Development Department

Z24-16



Notification Boundary





**Rezoning
Staff Report**

Planning & Zoning Commission Public Hearing Date: October 14, 2024
City Council Public Hearing Date: October 21, 2024

Rezoning Case: Z24-16
Property Owner(s): Red Grip LLC
Applicant(s): Mike Matheson
Legal Description: Lot 72, Block 1 of Acquest Tomball Replat No.1
Location: 1211 Rudel Drive (Exhibit “A”)
Area: 1.0402 acres
Comp Plan Designation: Neighborhood Commercial (Exhibit “B”)
Present Zoning: Office (O) District (Exhibit “C”)
Request: Rezone from the Office (O) to the General Retail (GR) District
Adjacent Zoning & Land Uses:
North: Old Town & Mixed Use (OT&MU) / Tomball Fire Station 1
South: Commercial (C) / VA Tomball Outpatient Clinic
East: Multi-Family Residential (MF) and Commercial (C) / Fountains of Tomball Apartments and medical offices
West: Multi-Family Residential (MF) / Rudel Crossing Apartments

BACKGROUND

The subject property is currently undeveloped, however, it is nearing completion of the city permitting process for the construction of two 4,764 square foot office buildings. This property was rezoned from the Commercial (C) zoning district to the Office (O) zoning district in June of 2023 with the goal of subdividing the property into two separate lots. The applicant now desires to keep the property as one lot and wishes to expand the properties potential tenant options by rezoning to the General Retail (GR) zoning district.

ANALYSIS

Comprehensive Plan Recommendation: The property is designated as “Neighborhood Commercial” by the Comprehensive Plans Future Land Use Map. This Neighborhood Commercial category is intended for commercial uses that are developed with the appropriate context, scale, and design to complement residential development. These areas are intended to be accessible by both vehicles and pedestrians.

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

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

The Comprehensive Plan states that Neighborhood Commercial developments should be located adjacent to collector streets or greater functional classification.

Staff Review Comments:

The request to rezone into the General Retail (GR) zoning District is in conformance with the Future Land Use Plan. 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 Comprehensive 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 September 24, 2024. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z24-16.

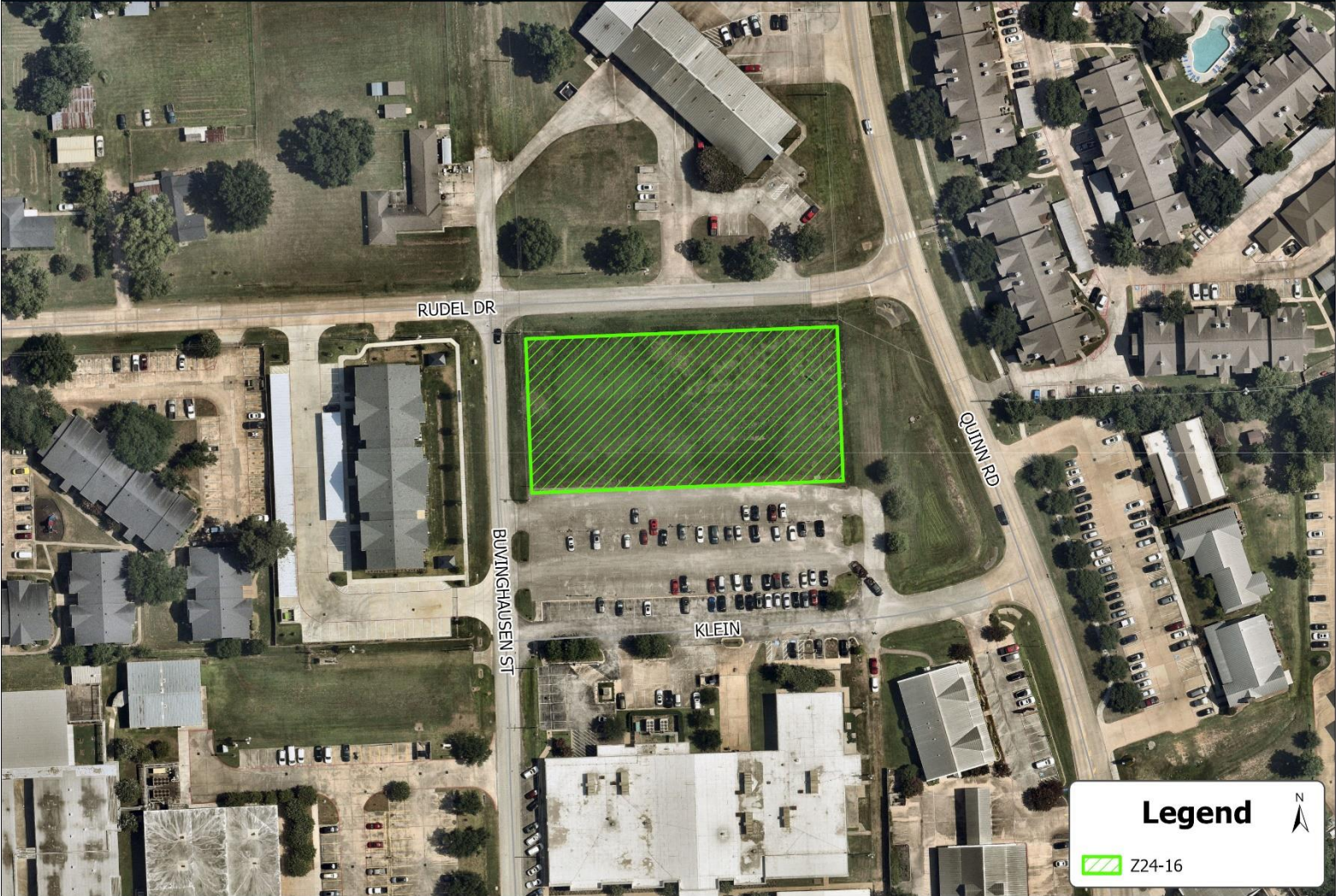
EXHIBITS

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

Exhibit "A"
Aerial Location Map



Location



Legend 

 Z24-16

Exhibit "B"
Future Land Use Plan



Future Land Use

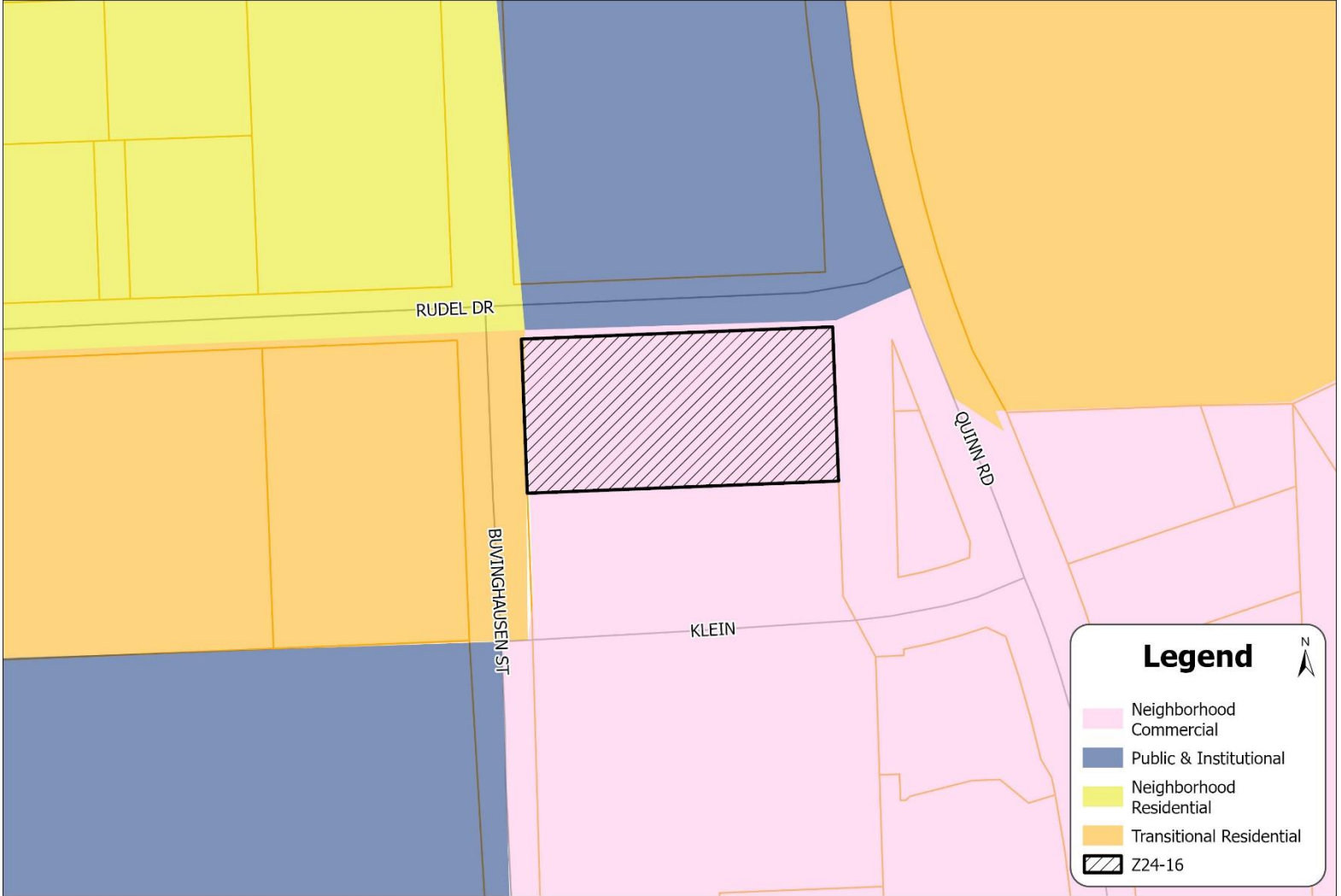


Exhibit "C"
Zoning Map



Zoning

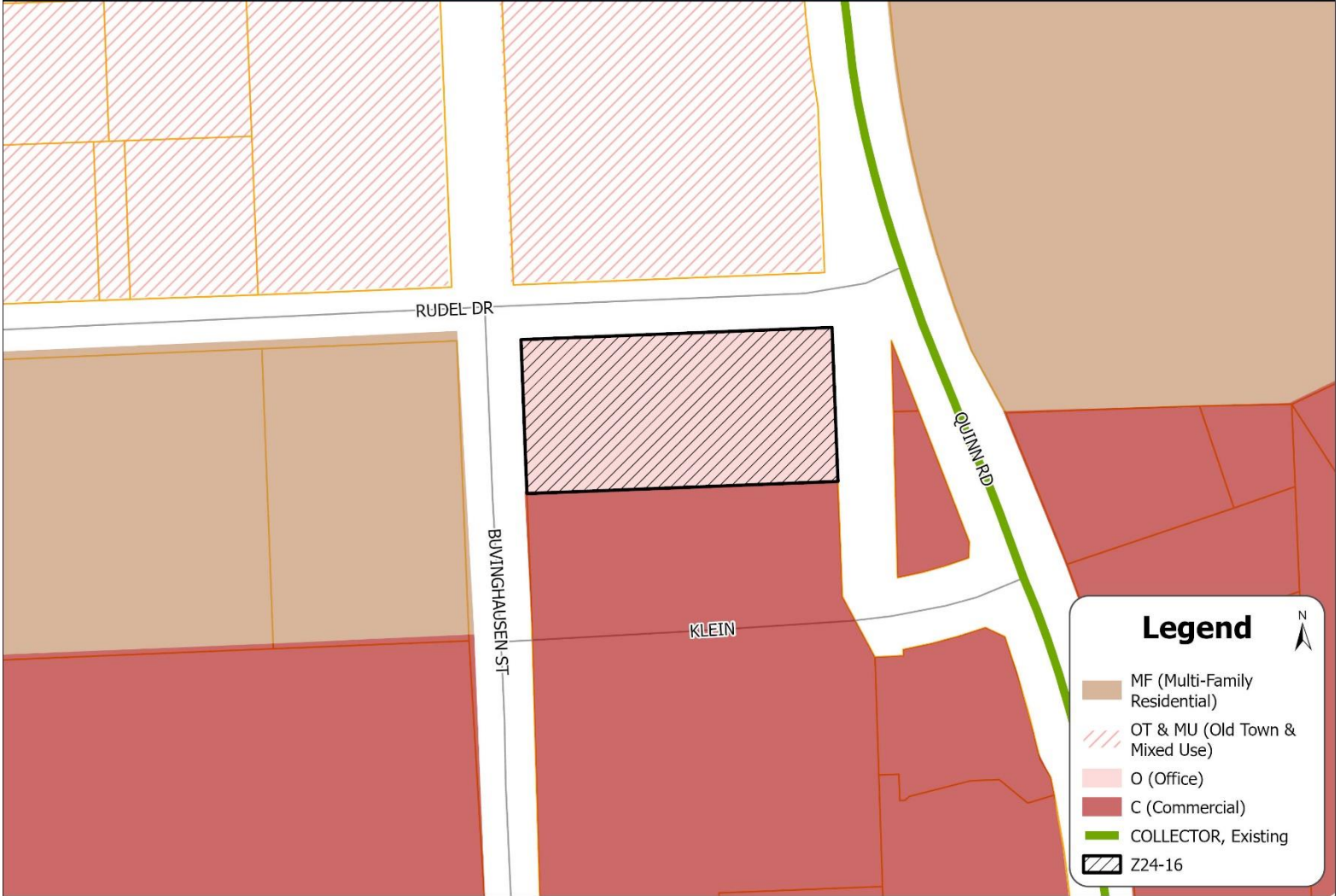


Exhibit "D"
Site Photo(s)

Subject Site



Subject Site



Neighbor (North)



Neighbor (South)



Neighbor (East)



Neighbor (West)



Exhibit "E"
Rezoning Application

Revised 5/19/15



APPLICATION FOR REZONING
Community Development Department
Planning Division

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

Applicant

Name: Mike Methenon Title: Owner
Mailing Address: 14315 Arlington Pl, Cypress City: Cypress State: Tx
Zip: 77429
Phone: (281) 658-7526 Fax: () Email: info@redgrip11.com

Owner

Name: Same as applicant Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____
Phone: () _____ Fax: () _____ Email: _____

Engineer/Surveyor (if applicable)

Name: N/A Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____
Phone: () _____ Fax: () _____ Email: _____

Description of Proposed Project: 2 4,620 sq ft Buildings, 1 is a Daycare

Physical Location of Property: 1211 Radel Rd, Corner of Quinn & Radel
[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: Lot 72 Block 1, Acquest Tomball
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Office (We rezoned to office from commercial)

Current Use of Property: Currently vacant

Proposed Zoning District: Zone back to commercial again General Retail (MG)

Proposed Use of Property: Daycare/Early Learning Facility

HCAD Identification Number: 1333950020001 Acreage: 1.04

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

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

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

X Michael Matheson 8-19-24
Signature of Applicant Date

X Michael Matheson 8-19-24
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.

Re-Zoning 1211 Rudel

August 20th, 2024

Dear Members of the Planning and Zoning Commission,

I am writing to request that the 1.04 acres at the corner of Quinn and Rudel Road be re-zoned to be General Retail to accommodate a Daycare/Early Learning facility for one of our two buildings that will be going up. We purchased the land originally when it was zoned as Commercial however we re-zoned the property to office because we were going to re-plot the property and needed the smaller minimum lot size width requirements. We ended up not re-platting due to the complexity and timing of the re-plot process. We have advised the City Planning department to see how we should move forward with the zoning that makes the most sense and General Retail was advised that allows for Daycare as well as allows for some flexibility for the 2nd building since we are not 100% sure what will be in that building yet.

The Daycare owners' hand I have met with the TEDC and done a Pre-development meeting with Tomball who advised to seek the re-zoning.

We do not foresee any issues with this re-zoning as we feel that the Daycare will serve the area well when there is a shortage of Daycare facilities. There are three large apartment complexes that surround the property that would be well-served by the Daycare/Early learning facility. The owners of the Daycare have 20 years of experience and have owned 2 different Daycare facilities and they believe that this spot is perfect for their needs.

If you have alternative suggestions regarding this request, please share them with me so we can work together to find a workable and effective solution.

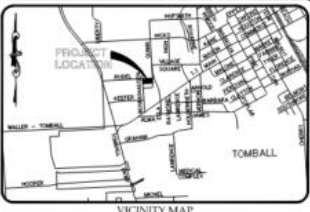
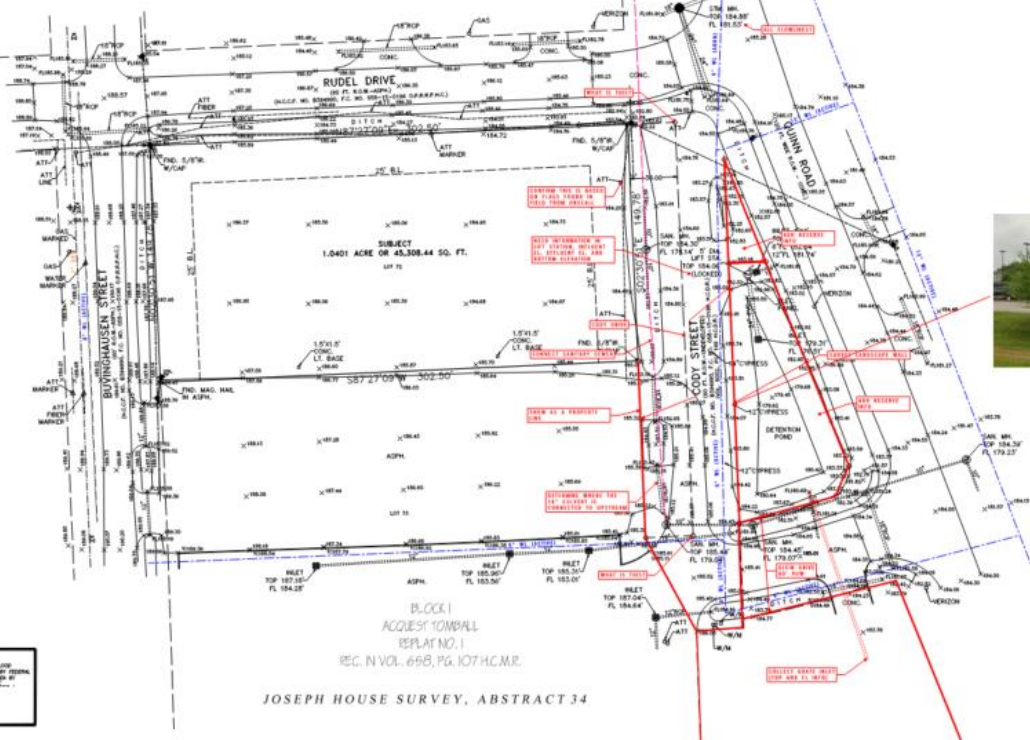
Sincerely, Mike Matheson

Red Grip LLC

BASE FLOOD: NEAREST 100 YR. AT 179.00 FT.
 USED FLOODPLAIN MAP NO. 150270, EL. 181.83 FT. NUMBER W/2001 ADU, BRASS DISC STAMPING 100370.
 BENCHMARK: FROM THE INTERSECTION OF SH 249 AND FM 2920, EAST ALONG FM 2920 0.7 MILES TO BAKER, NORTH ALONG BAKER 0.4 MILES TO WINDO, WEST ALONG WINDO 0.2 MILES TO BENCHMARK ON LEFT.



- LEGEND**
- 1" = 1" CONCRETE
 - 2" = 2" CONCRETE
 - 3" = 3" CONCRETE
 - 4" = 4" CONCRETE
 - 5" = 5" CONCRETE
 - 6" = 6" CONCRETE
 - 8" = 8" CONCRETE
 - 10" = 10" CONCRETE
 - 12" = 12" CONCRETE
 - 14" = 14" CONCRETE
 - 16" = 16" CONCRETE
 - 18" = 18" CONCRETE
 - 20" = 20" CONCRETE
 - 24" = 24" CONCRETE
 - 30" = 30" CONCRETE
 - 36" = 36" CONCRETE
 - 42" = 42" CONCRETE
 - 48" = 48" CONCRETE
 - 54" = 54" CONCRETE
 - 60" = 60" CONCRETE
 - 66" = 66" CONCRETE
 - 72" = 72" CONCRETE
 - 78" = 78" CONCRETE
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 - 90" = 90" CONCRETE
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 - 1000" = 1000" CONCRETE



- NOTES:**
- 1) BEARINGS REFERENCED TO STATE OF TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD 83).
 - 2) THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY; IT IS NOT TRANSFERABLE TO ADDITIONAL INSTRUMENTS OF SUBSEQUENT OWNERS.
 - 3) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
 - 4) BUILDER/CONTRACTOR MUST VERIFY ALL BUILDING LINES, EASEMENTS, BUILDING LINE RESTRICTIONS (DEED RESTRICTIONS, ETC.) AND ZONING ORDINANCES, UNDERSTANDING PRELIMINARY, IF ANY, THAT AFFECT SUBJECT PROPERTY, BEFORE STARTING CONSTRUCTION.
 - 5) ADDRESS: 11 RUEL DRIVE, TOMBALL, TEXAS 77375.



NOTE: THIS SURVEY IS BASED ON SURVEY PLAT NO. 1 OF THE JOSEPH HOUSE SURVEY, ABSTRACT 34, HARRIS COUNTY, TEXAS. THE SURVEYOR HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE A CORRECT REPRESENTATION OF THE SURVEY MADE ON THE GROUND UNDER HIS SUPERVISION AND CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

BLOCK 1 ACQUEST TOMBALL REPLAT NO. 1
 REG. N VOL. 658, PG. 107 H.C.M.R.
JOSEPH HOUSE SURVEY, ABSTRACT 34

OWNER:
 KEL, JIM, L.L.C.
 A TEXAS LIMITED LIABILITY COMPANY

SURVEYOR:
 T. PAUL JONES, SR.
 2115 W. 10TH ST., SUITE 100
 HOUSTON, TEXAS 77049
 PHONE: (713) 463-1000
 EMAIL: tpj@tpjland.com

I, C. PAUL JONES, SR., A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

C. PAUL JONES, SR.
 R.L.S. 5480
 STATE OF TEXAS
 LICENSE/REGISTRATION NO. 10194684



BOUNDARY & TOPOGRAPHY SURVEY
 OF 1.0401 ACRE OR 45,308.44 SQ. FT. BEING LOT 72, BLOCK 1 OF ACQUEST TOMBALL REPLAT NO. 1, AN ADDITION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 658, PAGE 107 OF THE HARRIS COUNTY MAP RECORDS IN THE JOSEPH HOUSE SURVEY, ABSTRACT 34 HARRIS COUNTY, TEXAS

SCALE: 1" = 30' DATE: SEPTEMBER 8, 2022

METES AND BOUNDS DESCRIPTION OF 1.0401 ACRE TRACT – RED GRIP, LLC, A TEXAS LIMITED LIABILITY COMPANY

A TRACT OR PARCEL OF LAND CONTAINING 1.0401 ACRE BEING LOT 72, BLOCK 1 OF ACQUEST TOMBALL REPLAT NO. 1, AN ADDITION IN HARRIS COUNTY ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 658, PAGE 107 OF THE HARRIS COUNTY MAP RECORDS IN THE JOSPEH HOUSE SURVEY, ABSTRACT 34 IN HARRIS COUNTY, TEXAS, SAID 1.0401 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

BEGINNING at a 3/8 inch iron rod set with cap marking the Northwest corner of the herein described tract being at the intersection of the East right-of-way line of Buvinghausen Street (60 ft. right-of-way) and the South right-of-way line of Rudel Drive (60 ft. right-of-way);

THENCE North 87 degrees 27 minutes 09 seconds East with the Southerly right-of-way line of said Rudel Drive a distance of 302.50 ft. to a 5/8 inch iron rod found with cap at the Northeast corner of the herein described tract being in the West right-of-way line of Cody Drive (undeveloped);

THENCE South 02 degrees 30 minutes 51 seconds East with the West right-of-way line of said Cody Drive a distance of 149.78 ft. to a 5/8 inch iron rod found with cap marking the Southeast corner of the herein described tract and the Northeast corner of Lot 73;

THENCE South 87 degrees 27 minutes 09 seconds West with the division line between Lots 72 and 73 a distance of 302.50 ft. to a mag nail found in asphalt marking the Southwest corner of the herein described tract, the Northwest corner of Lot 73 in the East right-of-way line of said Buvinghausen Street;

THENCE North 02 degrees 30 minutes 51 seconds West with the Easterly right-of-way line of said Buvinghausen Street a distance of 149.78 ft. to the PLACE OF BEGINNING and containing 1.0401 acre of land.



C. Paul Jones, Sr. R.P.L.S. 5480
P.O. Box 701
Friendswood, Texas 77549
Phone: (713)473-3502
Email: info@timelinesurvey.com
Date: May 1, 2023



Re-Zoning 1211 Rudel

August 20th, 2024

Dear Members of the Planning and Zoning Commission,

I am writing to request that the 1.04 acres at the corner of Quinn and Rudel Road be re-zoned to be General Retail to accommodate a Daycare/Early Learning facility for one of our two buildings that will be going up. We purchased the land originally when it was zoned as Commercial however we re-zoned the property to office because we were going to re-plot the property and needed the smaller minimum lot size width requirements. We ended up not re-platting due to the complexity and timing of the re-plot process. We have advised the City Planning department to see how we should move forward with the zoning that makes the most sense and General Retail was advised that allows for Daycare as well as allows for some flexibility for the 2nd building since we are not 100% sure what will be in that building yet.

The Daycare owners' hand I have met with the TEDC and done a Pre-development meeting with Tomball who advised to seek the re-zoning.

We do not foresee any issues with this re-zoning as we feel that the Daycare will serve the area well when there is a shortage of Daycare facilities. There are three large apartment complexes that surround the property that would be well-served by the Daycare/Early learning facility. The owners of the Daycare have 20 years of experience and have owned 2 different Daycare facilities and they believe that this spot is perfect for their needs.

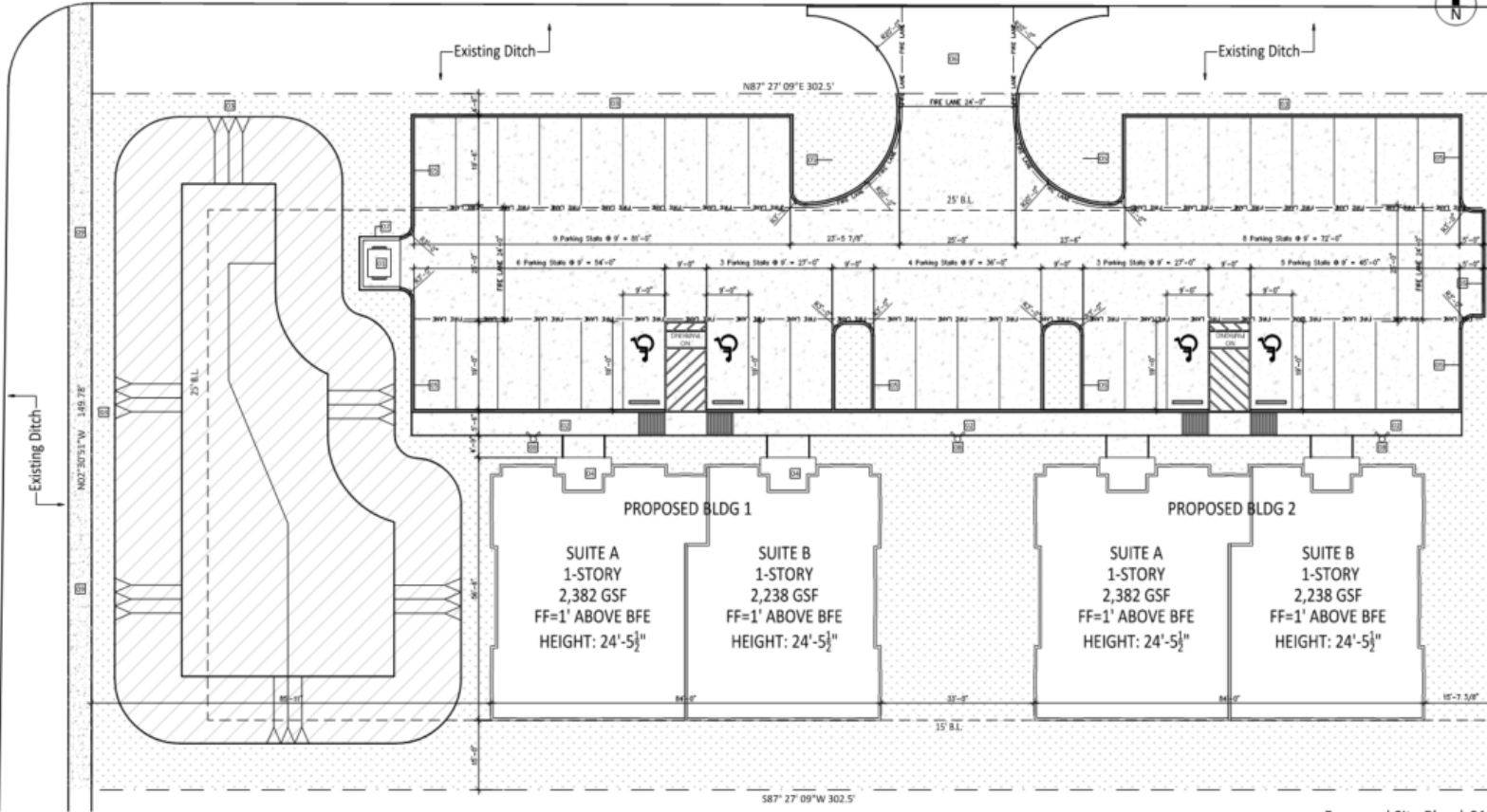
If you have alternative suggestions regarding this request, please share them with me so we can work together to find a workable and effective solution.

Sincerely, Mike Matheson

Red Grip LLC

Buvinghausen Street - 60' ROW

Rudel Street - 60' ROW



Proposed Site Plan | 01
Scale: 1/8" = 1'-0"
For Information Only - No Bid

**SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN IN FAVOR OF MORTGAGEE**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

UNCONFIDENTIAL COPY

THAT THE UNDERSIGNED, **TOMBALL VA, LLC** (herein called "Grantor"), for and in consideration of the sum of \$10.00 cash and other good and valuable consideration to Grantor in hand paid by **RED GRIP, LLC**, a Texas limited liability company (herein called "Grantee"), whose address is 14315 ARLINGTON PLACE, CYPRESS, TEXAS 77429, the receipt of which is hereby acknowledged, and of further consideration of the execution and delivery by Grantee of that one certain Promissory Note of even date herewith, in the principal sum of **TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00) DOLLARS** (herein called the "Note"), payable to the order of **ALLEGIANCE BANK** (herein called "Mortgagee"), bearing interest from date at the rate specified, and containing provisions for attorney's fees, Mortgagee, at the special instance and request of the Grantee, advanced the sum of said Note as part purchase price for The Land herein conveyed, the receipt of which is hereby acknowledged, Mortgagee is hereby subrogated to all of the rights of Grantor herein; the Vendor's Lien and superior title is hereby expressly transferred to and retained in favor of Mortgagee to secure the payment of the Note, the same as if Mortgagee was the Grantor herein; the Note is further and additionally secured by a Deed of Trust of even date herewith from Grantee to **RAMON A. VITULLI, III, TRUSTEE**, containing provisions for foreclosure under power of sale, to which reference is here made for all purposes;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Grantee all that certain tract or parcel of land and all improvements located thereon (herein called "The Land"), more particularly described as follows:

LOT 71, IN BLOCK 1, OF ACQUEST TOMBALL REPLAT NO. 1, AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN/UNDER VOLUME 658, PAGE 407 OF THE MAP/PLAT RECORDS OF HARRIS COUNTY, TEXAS.

The conveyance is made and accepted subject to the following matters, but only to the extent they are in effect at this time and only to the extent that they relate to The Land: The lien for current ad valorem taxes and maintenance assessments (if any) not in default, land use restrictions, deed restrictions, covenants, easements, outstanding mineral reservations, rights and royalties, if any, shown of record in the above mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, to which The Land is subject.

To have and to hold The Land together with all rights and appurtenances thereto in anywise belonging, subject to the foregoing terms, unto Grantee their heirs, executors, administrators, personal and legal representatives, successors and assigns forever, and Grantor does hereby bind themselves, their heirs, executors, administrators, personal and legal representatives, successors and assigns to warrant and forever defend The Land, subject to the foregoing terms, unto Grantee, their heirs, executors, administrators, personal and legal representatives, successors and assigns, against every person and entity whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor but not otherwise.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the **VENDOR'S LIEN**, including the **SUPERIOR TITLE**, is retained against The Land in favor of Mortgagee, its successors and assigns, until the Note and all accrued interest thereon, and all renewals and/or extensions thereof, together with all interest thereon, is fully paid according to its face and tenor, effect and reading, and together with all additional sums which may become due and payable by the terms of said Note and/or by the terms of the aforesaid Deed of Trust, when this Deed shall become absolute, and Grantor herein transfers unto said Mortgagee, its successors and assigns, the Vendor's Lien and Superior Title to The Land, in the same manner and to the same extent as if the Note had been payable to the order of Grantor and by said Grantor assigned to said Mortgagee without recourse.

Whenever used in this document, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the pronouns of any gender shall include the other genders, including the neuter, and either the singular or plural shall include the other.

STEWART TITLE /48/ JM/1609703

RP-2022-253748

Grantee joins in the execution of this Warranty Deed for the purpose of accepting delivery hereof, and to acknowledge, consent and agree to the terms and conditions of this instrument.

GRANTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OR STATE OF REPAIR OF THE PROPERTY, OR ANY PORTION THEREOF, OR ANY VISIBLE OR HIDDEN DEFECTS IN MATERIAL, WORKMANSHIP OR CAPACITY OF THE PROPERTY, OR ANY PORTION THEREOF, AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE PROPERTY OR ANY PORTION THEREOF, AND THAT THE DELIVERY OF THE PROPERTY IS "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AND THAT GRANTOR HAS DISCLAIMED ANY IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY.

All ad valorem taxes and assessments on the Property have been prorated between the parties hereto as of the date of this Deed, and Grantee assumes liability for the payment thereof and for subsequent years.

EXECUTED THIS THE 11 day of MAY, 2022.

GRANTOR:

TOMBALL VA, LLC

[Signature]

MICHAEL C. HUNTRESS, MANAGER

GRANTEE:

RED GRIP, LLC, a Texas limited liability company

[Signature]

MICHAEL G. MATHESON, MEMBER

[Signature]

JUAN R. LOZANO, JR., MEMBER

THE STATE OF ~~TEXAS~~ New York

COUNTY OF ~~HARRIS~~ Erie

This instrument was acknowledged before me on the 9th day of MAY, 2022, by MICHAEL C. HUNTRESS, MANAGER of TOMBALL VA, LLC, in the capacity therein stated and on behalf of said limited liability company.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

ROBERT J. SCARPELLO
NOTARY PUBLIC - STATE OF NEW YORK
No. 02SC6341463
Qualified in Erie County
My Commission Expires May 2, 2024

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 11th day of MAY, 2022, by MICHAEL G. MATHESON and JUAN R. LOZANO, JR., MEMBERS of RED GRIP, LLC, a Texas limited liability company, in the capacity therein stated and on behalf of said limited liability company.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

JANE K. MATHEWS
Notary Public, State of Texas
Commission Expires 01-21-2024
Notary ID 360782-2

RP-2022-253748

UNOFFICIAL COPY

RP-2022-253748

RP-2022-253748
Pages 3
05/13/2022 01:08 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$22.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Tenesia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: 10/21/2024

Topic:

Approve an agreement with Silsbee Toyota, for one Toyota Tacoma through the TIPS Purchasing (Contract TIPS USA #210907 AUTOMOBILES) for a not-to-exceed amount of \$34,411.25 authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2024-2025 budget.

Background:

As part of the FY 2024-2025 budget process, the Public Works department requested the purchase of multiple maintenance vehicles. The vehicle listed below is a replacement and will be used to provide service throughout the City of Tomball by the Community Development department.

This vehicle was budgeted at an amount of \$42,000 and the quote received from the TIPS USA purchasing cooperative total of \$34,411.25. The estimated outfitting cost (not included in the vehicle purchase price) for the installation of safety lights and decals is \$3,500 each and will be expended once the truck has been received.

DEPARTMENT	VEHICLE TYPE	BUDGETED AMOUNT	QUOTED AMOUNT
Community Development	Duty Truck	\$42,000	\$34,411.25

Origination: Public Works

Recommendation: Staff recommends approving the purchase of the vehicle as appropriated in the Fiscal Year 2024-2025.

Party(ies) responsible for placing this item on agenda: Drew Huffman, Public Works Director

FUNDING (IF APPLICABLE)

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

Yes: X No: _____

If yes, specify Account Number: 650-651-6405

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

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



PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Toyota, 1396 Hwy 327 E., Silsbee TX 77656

End User: CITY OF TOMBALL

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMA

Product Description: TOYOTA TACOMA DOUBLE CAB

Date: October 3, 2024

A. Bid Item: 31

A. Base Price: \$ **29,010.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
7186	TACOMA 2024 CDOUBLE CAB SR				
6ECTI	3.5L V6	\$ 5,975.00			
	2WD				

Total of B. Published Options: \$ **5,975.00**

Published Option Discount (5%) \$ **(298.75)**

C. Unpublished Options

Description	Bid Price	Options	Bid Price
		EXTERIOR - WHITE	
		INTERIOR- GRAY CLOTH	

Total of C. Unpublished Options: \$ **-**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **-**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **350.00**

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 99 miles \$ **375.00**

H. Subtotal: \$ **35,411.25**

I. Quantity Ordered 1 x H = \$ **35,411.25**

J. Trade in: _____ \$ **-**

K. Total Purchase Price \$ **35,411.25**

City Council Meeting Agenda Item Data Sheet

Meeting Date: October 21, 2024

Topic:

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

- Sec. 551.071 - Consultation with the City Attorney regarding a Matter that the Attorney's Duty Requires to be Discussed in Closed Session
- Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – City Manager

Background:

Origination:

Recommendation:

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: October 21, 2024

Topic:

Consideration and possible action regarding settlement agreement with Peter and Sylvia Hildrieth.

Background:

Origination: City Attorney

Recommendation: n/a

Party(ies) responsible for placing this item on agenda: Loren Smith, City Attorney

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: October 21, 2024

Topic:

Discussion and Approval of the Employment Contract for City Manager, David Esquivel, PE

Background:

Consideration, review and approval of the existing employment contract for City Manager, David Esquivel, PE, to serve as the administrative and executive officer of the City who shall be responsible to the City Council for the efficient and economic administration of all the affairs of the City.

Origination:

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Kristie Lewis, HR Director

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date