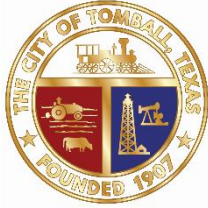


**NOTICE OF WORKSHOP/REGULAR
CITY OF TOMBALL, TEXAS**



**Monday, September 21, 2026
5:00 P.M.**

Notice is hereby given of a Workshop and Regular meetings of the Tomball City Council, to be held on Monday, September 21, 2026 at 5:00 P.M., 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: 899 9199 1096 Passcode: 819787.** The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- C. General Discussion
 - 1. Presentation and Discussion with Harris County Precinct 3 regarding future improvements and partnership.
 - 2. Tomball Economic Development Corporation activity update.
 - 3. Legacy Square Project Update and Continued Discussion by Tomball Economic Development Corporation (TEDC) Staff.
 - 4. Discussion of Proposed Change to the City Policy related to Insurance Coverage for Retirees.

5. Workshop Discussion Only - Approve Audit Engagement Letter with ABIP for city external auditor services for Fiscal Year 2026-27.

D. Future Workshop Items

1. Workshop Discussion Only – Approve a contract with B & C Constructors, LP for general contractor services through a 1GPA Contract (Contract No. 24-06DP-01) for a not-to-exceed amount of \$250,000, 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 2026-2027 adopted budget.
2. Workshop Discussion Only – Approve services agreement with Accurate Utility Supply, LLC for water, wastewater, and drainage supplies through a BuyBoard Contract (Contract No. 717-23) for a not-to-exceed amount of \$250,000, 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 2026-2027 budget.
3. Workshop Discussion Only - Approve the recommendation of award to BlackRock Construction, the lowest responsible bidder, for the construction of Phase II of the FM 2920 Lift Station Consolidation Project (Project No. 2019-10008), Bid No. 2026-13.

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

F. Invocation led by Pastor Jason Schleicher, Salem Lutheran Church

G. Pledges to U.S. and Texas Flags

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

I. Presentations

1. Presentation of Proclamation - Fetal Alcohol Spectrum Disorders Awareness Month
2. Presentation of the MADD Award Recipients from Tomball Police Department. Officer Abigal Villafane received the MADD Enforcement Hero Award. Officer Ethan Rebhun received the Outstanding Leadership Award. Officers Michael Bertasz, Tyler Konrad, and Chloe Tamez received the Outstanding Service Award.

J. Reports and Announcements

1. Announcements

1. **Upcoming events:**

- September 26, 2026 – GroovFest from 11:00 a.m.-5:00 p.m. at Tomball Depot Plaza
- September 30, 2026 – Tomball HS Homecoming Parade from 6-8 p.m. in Downtown Tomball and Tomball Depot Plaza
- October 6, 2026 – National Night Out from 5-8 p.m. in various Tomball neighborhoods
- October 8, 2026 – Kaffeeklatsch (Barbara Powell-Tomball Depot) from 8:30-10:00 a.m. at Tomball Community Center
- October 10, 2026 – Spooktacular from 4:00-9:00 p.m. at Tomball Depot Plaza.
- October 14, 2026 – Blood drive from 10:00 a.m.-2:00 p.m. at Fire Station #1

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

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

1. Approve Minutes of September 8, 2026, Workshop/Regular City Council meeting.

2. Approve the expenditure of greater than \$100,000 with Insight Public Sector for software support renewals, not-to-exceed amount of \$116,500, approve the expenditure of funds thereof, and authorize the City Manager to execute any and all documents related to the purchase. These expenditures are included in the FY 2025-2026 budget.

3. Approve request from Tomball Sister City for City Support and In-Kind Services for the Tomball German Christmas Market on Market St. and around Tomball, on

Friday, December 11-13, 2026, as well as the Tomball German Heritage Festival on April 2-4, 2027.

4. Approve an agreement with Shane Griffin Power & Electrical Services, LLC for electrical contractor services for Fiscal Year 2027, for a not-to-exceed amount of \$125,000 (RFP 2026-12), 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 2026-2027 budget.

L. New Business

1. Approve a Joint Participation Interlocal Agreement with Harris County for the donation and conveyance of land located at 1414 E. Hufsmith (Broussard Community Park) by a Lease Agreement for a term of 30 years for the purpose of constructing a future community center.
2. Adopt On First And Final Reading, Ordinance No. 2026-42, An Ordinance Authorizing The Issuance Of The City Of Tomball, Texas, Combination Tax And Revenue Certificates Of Obligation, Series 2026; Levying A Tax In Payment Thereof; Setting Certain Parameters For The Sale Of The Certificates; And Enacting Other Provisions Relating Thereto.
3. Approve the recommendation of award to BlackRock Construction, the lowest responsible bidder, for the construction of Phase II of the FM 2920 Lift Station Consolidation Project (Project No. 2019-10008), Bid No. 2026-13.
4. Approve Proposed Change to the City Policy related to Insurance Coverage for Retirees.
5. Conduct a public hearing and consideration to approve **Zoning Case Z26-05:** Request by Joe E. Evans, Abigail L. Bailey, and Janae E. Evans to consider a zone change from Agricultural (AG) to Commercial (C) on an approximately 0.86 acre portion of Tract 5D, one tract containing approximately 2.96 acres of land, situated in the C Goodrich Survey, Abstract 311, located west of the northwest intersection of FM 2920 and Park Road (15226 FM 2920). The applicant is requesting to match the zoning of the rest of their property.

Adopt, on First Reading, Ordinance No. 2026-17, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 2.96 acres of land legally described as being one tract of land, situated in the C Goodrich Survey, Abstract 311 from Agricultural (AG) to Commercial (C). The property is located west of the northwest intersection of FM 2920 and Park Road (15226 FM 2920). The applicant is requesting to match the zoning of the rest of their property; 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. Conduct a public hearing and consideration to approve **Zoning Case Z26-09:** Request by Jacqueline Marshall to consider a zone change from Agricultural (AG) to Multifamily Residential (MF-2) on Tract 163 & 167 of Tomball Outlots; one tract containing approximately 5.21 acres of land located west of the northwest intersection of South Cherry Street and Medical Complex Drive. The applicant is requesting to develop the property with an assisted living facility.

Adopt, on First Reading, Ordinance No. 2026-41, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5.21 acres of land located west of the northwest intersection of South Cherry Street and Medical Complex Drive. The property is located west of the northwest intersection of South Cherry Street and Medical Complex Drive. The applicant is requesting to develop the property with an assisted living facility; 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.

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 which 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 and Presiding Judge.

8. Discussion and Approval of the Employment Contract for City Manager, David Esquivel, PE

9. Consideration of and action on the appointment of Municipal Court Judge Brett Peabody to a two - year term September 1, 2026 through August 31, 2028.

M. 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 15th day of September 2026 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

Thomas Harris III, TRMC
City Secretary

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 3, 2026

Topic:

Presentation and Discussion with Harris County Precinct 3 regarding future improvements and partnership.

Background:

Representatives from Harris County Precinct 3 will provide an update and participate in a discussion regarding current and future plans for the following projects and facilities within the Tomball area:

- Proposed improvements for Broussard Community Park.
- Development plans and partnership considerations for a future Harris County Community Center serving the Tomball area.
- Update on the Zion Road and East Hufsmith Road intersection, including previously discussed intersection enhancements and traffic control improvements.

The presentation will provide City Council an opportunity to receive information, discuss project coordination efforts, and provide feedback regarding community priorities.

Origination: Project Management

Recommendation: Presentation and discussion only; no action required.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 21, 2026

Topic:

Tomball Economic Development Corporation activity update.

Background:

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

Recommendation:

Discussion item only; no action required.

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

FUNDING (IF APPLICABLE)

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

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

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

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

9/21/2026 City Council Update (7/6/2026 – 9/11/2026)

Presentations, Events, & Meetings

- TEDC staff met with KDW and AIG Technical to discuss South Live Oak on July 7, 2026
- TEDC staff presented to the Texas District of the Institute of Transportation Engineers regarding Tomball development updates on July 8, 2026
- TEDC staff conducted a BRE site visit at Craving Kernels on July 10, 2026
- TEDC staff attended the Mayor's Executive Round Table on July 16, 2026
- TEDC staff conducted a BRE site visit at LeMaster Law Firm on July 23, 2026
- TEDC staff attended the Grand Opening and Ribbon Cutting for Tomball West High School on July 27, 2026
- TEDC staff attended the FM 2920 Economic Development Partnership meeting on July 27, 2026 and August 6, 2026
- TEDC staff conducted a BRE site visit at Oliver Hadzic Law on July 27, 2026
- TEDC staff met with Hyperion Construction to discuss the 15226 FM 2920 Development project on July 28, 2026
- TEDC staff conducted a BRE site visit at Imperial Star on August 6, 2026
- TEDC staff conducted a BRE site visit at RSC Riverside Construction on August 14, 2026
- TEDC staff attended the 2026 HGAC Economic Impact Summit on August 19, 2026
- TEDC staff conducted a BRE site visit at Grimes Industrial, Inc on August 26, 2026
- TEDC staff conducted a BRE site visit at Inframark on August 31, 2026
- TEDC staff met with a prospective Tennis Academy to discuss potential sites on September 3, 2026
- TEDC staff met with Vault Partners and Synchro Corp to discuss development opportunities on September 3, 2026
- TEDC staff conducted a BRE site visit at Houston Poly Bag on September 8, 2026

TEDC Board Meetings

Regular TEDC Board Meeting – July 14, 2026

- Budget Workshop
- Approved the TEDC 2027-2029 TEDC Strategic Work Plan
- Parking Study Presentation
- GTACC Letter of Support for Tomball Legacy Square

Regular TEDC Board Meeting – August 11, 2026

- Appointed Bill Hightower and Tom Condon to the Tomball Legacy Square Redevelopment Committee, and appointed Lisa Covington to fill the vacancy left by Latrell Shannon
- Approved the removal of Esther Mera from the Tomball Legacy Square Advisory Committee

and appointed alternate Kay Glasscock to fill the remainder of the term

- Approved out-of-state travel for FY 2026-2027 for TEDC Staff to attend conferences and trainings for professional and business development purposes
- Approved the Tomball Economic Development Corporation Fiscal Year 2026-2027 Budget

Business Retention & Expansion (BRE) Committee

4 BR&E Committee Meetings – 6 Business Improvement Grants Approved, 1 Old Town Façade Improvement Grant Approved, and 1 Rental Incentive Approved

6 Business Improvement Grants (BIG's) Approved

- Everwood Reserve Properties – Property Improvement – TEDC Grant Amount: \$5,065.00
- Everwood Reserve Properties - Signage Improvement – TEDC Grant Amount: \$1,000.00
- CORE Integrated Wealth - Signage Improvement – TEDC Grant Amount: \$2,235.36
- Southern Oak Brewing Company - Signage Improvement – TEDC Grant Amount: \$1,000.00
- Pegasus Properties – Property Improvement – TEDC Grant Amount: \$9,025.50
- Every Bellies – Signage Improvement – TEDC Grant Amount: \$2,500.00

1 Old Town Façade Improvement Grant (FIG's) Approved

- Sno Angels Sno Balls – 525 W. Main Street - TEDC Grant Amount: \$40,000.00

1 Rental Incentive Approved

- Sno Angels Sno Balls – 525 W. Main Street - TEDC Grant: \$8,700.00

Tomball Legacy Square (TLS)

- TEDC staff, KDW, and AIG Technical met on site to discuss proposed demo on July 8, 2026
- TEDC staff gave a TLS Site Tour to representatives of the Texas Repertory Theatre Company on July 9, 2026
- TEDC staff met to review the Parking & Mobility Study on July 23, 2026 and July 28, 2026
- TEDC staff gave a TLS Site Tour to Council Member Michna on August 7, 2026
- TEDC held the Stakeholder Advisory Committee Meeting #7: August 20, 2026
- TEDC held the TLS Redevelopment Committee Meeting on August 27, 2026
- TEDC conducted a TLS Site Walk with Precision Demolition on September 3, 2026
- TEDC staff met with White Oaks Wind Orchestra on September 4, 2026
- TEDC staff, Board Members Covington and Hall, and Committee Member Tom Condon met with the Board President and Executive Director of the Pearl Fincher Museum of Fine Arts on September 10, 2026
- TEDC staff met with David Esquivel and Drew Huffman to discuss Tomball Legacy Square Fellowship Hall on September 10, 2026

SYEP – Summer Youth Employment Program

- TEDC staff conducted 26 site visits
- TEDC staff presented a recap video of the program at the August 11, 2026 TEDC Board Meeting

Upcoming Events

- TEDC Board Meeting – October 13, 2026
- Tomball Legacy Square Advisory Committee Meeting #8 - October 15, 2026
- TEDC Annual Outlook Luncheon – October 22, 2026

FY 2027 Budget Schedule

- July 14, 2026 TEDC Budget Workshop
- August 3, 2026 Joint City Council/TEDC Budget Workshop
- August 4, 2026 TEDC Budget Review
- August 11, 2026 TEDC Budget Consideration
- August 13, 2026 TEDC Budget Review
- August 14, 2026 Joint TEDC & City Council Workshop
- August 17, 2026 Joint City Council/TEDC Budget Workshop
- August 17, 2026 City Council Budget Consideration
- August 21, 2026 Joint TEDC & City Council Budget Workshop – Budget Adoption

Organizational Updates

- TEDC has hired Amanda Gleason as the new Project Manager who started on July 30, 2026
- The International Economic Development Council (IEDC) announced TEDC as a 2026 Excellence in Economic Development Gold Award recipient for both the 2024–2025 Annual Report and the Summer Youth Employment Program (SYEP)
- The Southern Economic Development Council (SEDC) named Tomball EDC Best in Class, Large Division at its 2026 Communications Awards on August 18, 2026

Marketing & Communications

- Social media activity remained consistent as management transitions in-house. Over the last 30 days, TEDC published 34 posts across Facebook, Instagram, and LinkedIn, generating approximately 11,620 impressions, 382 reactions, 70 comments, and a net increase of 29 followers. Content is currently planned and scheduled approximately two weeks in advance.
- Business-attraction marketing materials have been refreshed. TEDC developed a new FDI Alliance International article, new full-page advertising for FDI Alliance and Site Selection, and began development of new evergreen one-page, two-page, and quarter-page general-awareness advertising formats.
- New multimedia content is documenting TEDC's impact. A Summer Youth Employment Program site-visit and impact video was produced featuring participating students and employers and providing a reusable asset for workforce and community outreach.
- TEDC received regional and international recognition for its work. The Made in Tomball foodie video earned SEDC's 2026 Best in Class, Large Division award, while TEDC received two Gold honors (a first ever back-to-back Gold for Tomball EDC) through IEDC's 2026 Excellence in Economic Development Awards for the Summer Youth Employment Program and Annual Report.
- Marketing operations and brand standards have been strengthened. TEDC completed its updated brand guideline and established standardized in-house processes for content planning, staff review, scheduling, publishing, and measurement.

- Promotion for the October 22 Economic Outlook Luncheon is underway. The invitation and online RSVP processes have launched, with additional event communications and multimedia content currently in production.
- Website analytics are now producing actionable performance data. At our last update, we reported that the analytics infrastructure had been installed. We're now able to use that data. Over the most recent 28-day period, TomballTXEDC.org reached approximately 2,600 active users, including 2,500 new users. Google organic search generated more than 700 website sessions, while Search Console recorded approximately 76,200 search impressions and 572 clicks. Analytics are also showing measurable interest in key economic-development content, including major employers, workforce resources, and the Summer Youth Employment Program.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: September 17, 2026

Topic:
Legacy Square Project Update and Continued Discussion by Tomball Economic Development Corporation (TEDC) Staff.

Background:

Origination: Council members Shelley Michna and Paul Garcia

Recommendation:

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: # _____
If no, funds will be transferred from account # _____ To account # _____

Signed	_____	Approved by	_____
	Staff Member		City Manager
	Date		Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 21, 2026

Topic:

Discussion of Proposed Change to the City Policy related to Insurance Coverage for Retirees

Background:

The City pays a portion of the premium for medical and dental coverage for certain retirees that were hired prior to October 1, 2014 based on years of service. The proposed policy would amend this date to October 1, 2020 to increase the employee eligibility pool and enhance retention efforts for experienced employee groups.

Origination: Kristie Lewis, HR Director

Recommendation:

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: #100-115-6304

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

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

1. Should an employee die while still in the City's employment, TMRS provides a death benefit to the employee's beneficiary approximately equal to the employee's current annual salary.
2. Retirees are provided a death benefit in an amount set by TMRS.

G. DISABILITY

If an employee can no longer perform his or her job at the City as a result of an illness or injury, TMRS may provide an occupational disability retirement, regardless of whether the age or service requirements have been met. An Occupational Disability is based on the employee's deposits and interest, the city's matching funds, and other credits.

H. UNPAID LEAVE STATUS

If an employee is on unpaid leave status and has exhausted all accrued leave benefits, the employee will not be able to contribute to TMRS. If this occurs, TMRS requires an employee to request an extension of his/her Supplemental Death Benefit and have it approved by the TMRS Medical Board.

5.08 RETIREMENT AND BENEFITS

Employees hired on October 1, 2014 and thereafter:

- A. A retiree and his or her covered dependent(s) may be eligible for continued health insurance coverage through COBRA according to regulatory requirements. Retirees may not add dependents after retiring. Retirees are responsible for all costs, including premiums and administrative fees, associated with COBRA benefits. Retiree/Dependent COBRA benefits will be terminated if the City (or the City's Third-Party Administrator) does not receive the required contributions by the due date.
- B. Retirees may elect to seek health insurance through the state-based insurance exchanges after their creation by 2014 as currently mandated by the Patient Protection and Affordable Care Act ("APA" or "Act").

Employees hired prior to October 1, 2014:

A. RETIREE HEALTH BENEFITS

In order to recognize and reward long-term employees, as well as to provide an incentive for remaining in the City's employment, the City may pay a portion of the premium for continuation of the medical and dental coverage of certain retirees. Enrollment for retiree coverage must be completed no later than 30 days after the date of retirement. Later enrollment is not permitted. Any retiree eligible for medical coverage with another group plan shall not qualify for medical coverage with the City of Tomball.

Any employee hired on or after October 1, 2014, will no longer have any portion of their retiree health benefits paid for by the City. The eligibility requirements and premiums listed below only apply to full-time employees hired prior to October 1, 2014.

B. ELIGIBILITY

In order to be eligible for this benefit, the retiree must meet the following criteria:

1. Retiree must be vested, age 55 or older and a current recipient of retirement benefits from the Texas Municipal system.
2. Retiree must have been a full-time employee of the City of Tomball for 10 consecutive years immediately prior to retirement.
3. Retiree must satisfy the applicable plan requirements for the extension of retiree coverage under the medical and dental insurance benefit plan offered by the City at the time of retirement.

C. PREMIUMS

Beginning with retirement and ending when the person is eligible for Medicare coverage, the City may pay a portion of the retiree medical and dental coverage premiums in accordance with the following schedule.

1. The City may pay 40% of the premium costs for retirees having at least 10 years, but less than 15 years, of full time service with the City.
2. The City may pay 55% of the premium costs for retirees having at least 15 years, but less than 20 years, of full time service with the City.
3. The City may pay 70% of the premium costs for retirees having at least 20 years, but less than 25 years, of full time service with the City.
4. The City may pay 85% of the premium costs for retirees having at least 25 years of full time service with the City.

Eligible retirees shall pay 100% of vision premiums and 100% of the premiums for basic life insurance, which is currently \$2,000.

D. RETIREE DEPENDENT COVERAGE

Presently, a retiree's spouse and dependent(s) are also eligible for continued coverage if they are already covered at the time of retirement. Retirees may not add dependents after retiring. Each retiree is responsible for all costs, including premiums, associated with spouse and

dependent benefits. The benefit includes the same medical coverage approved by Council and selected for current employees and excludes accidental death and life coverage.

E. MEDICARE AGE

The City of Tomball will no longer pay any retiree premiums once the retiree is eligible for Medicare coverage. Retirees who are eligible for Medicare coverage may, at their sole expense, continue to purchase coverage for themselves and their eligible dependents as provided under the applicable terms of City's policies. The City's policy will be a secondary policy to Medicare.

F. ANNUAL CERTIFICATION

Retirees, including covered spouse and dependents, shall certify their eligibility for continued health insurance benefits on an annual basis. The City will provide a Certification form to all retirees enrolled in the City's health plan, which must be returned by the chosen deadline. Failure to provide the Eligibility Certification form by the deadline will result in discontinuation of coverage.

5.09 SOCIAL SECURITY AND MEDICARE

The City of Tomball does participate in the Social Security and Medicare system.

5.10 WORKERS COMPENSATION

The City provides workers compensation coverage to all employees for job related injuries or occupational illnesses suffered by the employee while acting in the course and scope of their position. If an employee sustains a job-related injury, the injury is to be reported immediately to the employee's supervisor or department head by the injured employee and any employee that provides assistance to the injured employee. A first Report of Injury Form is also to be immediately completed. To the extent provided by State law, worker's compensation insurance will cover medical expenses for treatment of such job-related injuries. In order for the medical expenses to be paid, the employee must follow the appropriate guidelines issued by our worker's compensation carrier.

Remember: Employees should never pay for treatment or prescriptions associated with the injury. Employees should never use their personal insurance card for a work-related injury.

Administrative leave will be provided for the first seven days for a worker injured in the course and scope of employment. Once the employee misses seven calendar days, the injured employee becomes eligible for temporary income benefits as required by the Texas Workers' Compensation Act. Temporary Income Benefits are approximately 70% of an employee's average wage during

Proposed Change to Insurance Coverage for Retirees

City Council Meeting
September 21, 2026



Proposed Policy Changes

- **Current Policy:**

City pays a portion of the premium for medical and dental coverage for certain retirees that were hired **prior to October 1, 2014** based on years of service.

- **Proposed Policy:**

Amend the date to **October 1, 2020**. All other policy provisions remain intact.



Eligibility Criteria

An employee would be required to:

- **Be at least age 55;**
- **Complete at least 10 consecutive years of full-time City of Tomball service immediately before retirement;**
- **Retired from City employment**

Meeting one requirement alone does not establish eligibility.
The employee must satisfy all requirements.



City Contribution Based on Service

Completed City Service	City Pays
10–14 years	40%
15–19 years	55%
20–24 years	70%
25+ years	85%



Why the Change?

- Increases eligibility pool of employees
- Greater retention of the City's experienced employee groups that are building a long-term career with the City.



Cost Is Staggered

- The chart represents the combined annualized cost associated with the employees in the worksheet **under the assumption** that the employees remain employed long enough to meet eligibility requirements.
- Actual participation will be lower to the extent of employee's age, resignation, termination, or otherwise failure to meet eligibility requirements.
- Once benefits are lost, there is no opportunity for employee to regain them.

Potential Eligibility Period	# of Employees	Illustrative Annual Cost
2026	2	\$11,726.38
2028	1	\$4,937.42
2029	2	\$9,874.85
2030	3	\$17,589.57
2034–2039	4	\$33,636.20
2040–2045	13	\$129,915.97
2046–2050	10	\$104,920.26
2051–2052	4	\$41,968.10



Key Takeaways

- The proposal is a retention investment, with minimal expenditure.
- The City does not incur the expense until an employee actually meets all of the criteria.
- The financial obligation the City incurs is limited in duration.



Questions?



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 21, 2026

Topic:

Workshop Discussion Only - Approve Audit Engagement Letter with ABIP for city external auditor services for Fiscal Year 2026-27.

Background:

During FY 2025-26 Council approved ABIP as the City external auditor for the next 5 years. This is year 2 of that agreement. The total cost of the audit will not exceed \$79,000, federal single audit \$10,225, state single audit \$9,265, and expenses of \$2,600 for a total of \$101,090.

Origination: Finance

Recommendation:

Discussion Only

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:	<u>Bragg Farmer</u>	<u>09.15.2026</u>	Approved by:	<u>David Esquivel</u>	<u>09/15/26</u>
	Staff Member	Date		City Manager	Date

September 9, 2026

The Honorable Mayor, Members of City Council
and Bragg Farmer, Director of Finance
City of Tomball, Texas
401 Market Street
Tomball, Texas 77375

We are pleased to confirm our understanding of the services we are to provide for the City of Tomball, Texas (the City) for the year ended September 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund and Major Special Revenue Funds
3. Notes to Required Supplementary Information
4. Schedule of Changes in the Net Pension Liability and Related Ratios – Texas Municipal Retirement System
5. Schedule of Required Contributions – Pension – Texas Municipal Retirement System
6. Schedule of Changes in the Total OPEB Liability and Related Ratios – Supplemental Death Benefits Fund
7. Schedule of Changes in the OPEB Liability – Retiree Health Insurance

We have also been engaged to report on supplementary information other than RSI that accompanies the City's Annual Comprehensive Financial Report. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. Schedule of Expenditures of Federal and State Awards
2. Combining and Individual Nonmajor Fund Financial Statements and Budgetary Schedules

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Introductory Section
2. Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

According to generally accepted auditing standards (GAAS), significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks. We have not identified any other significant risk of misstatement as of the date of this letter. If we identify any significant risks of material misstatement, we will notify you at that time.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers), and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known).

You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole. You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to ABIP, PC will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date of the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Tomball, Texas in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

As an attest client, ABIP, PC cannot store your documents, data, or records on your behalf because doing so will impair ABIP, PC's independence. This is in accordance with the "Hosting Services" interpretation at [ET 1.295.143](#) of the *AICPA Code of Professional Conduct*. The City is solely responsible for maintaining its own data and records. ABIP does not host any of the City's information. Suralink is used solely to transmit data and is not intended to store the City's information. The City is solely responsible for downloading any deliverables and other records from Suralink that the City wishes to retain for its own records at the completion of the engagement. If this engagement occurs over multiple years, the City should download such information at least annually.

The data and deliverables and other records will either be removed from Suralink or otherwise become unavailable to the City within 60 days subsequent to the audit report date. If the engagement is multi-year, the completion of the engagement occurs each year when the deliverables for that year are delivered to the City.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of ABIP, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the City's federal oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of ABIP, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by any oversight agencies or other grantor agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jeremy Barbatto is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in September 2026 and to issue our reports no later than the first March 2027 City Council meeting.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) Our gross fee for the governmental financial audit will not exceed \$79,000, one federal single audit program will not exceed \$10,225, one state single audit program will not exceed \$9,265 and out of pocket expenses will not exceed \$2,600. Any additional single audit programs necessary to comply with the Uniform Guidance or State Single Audit Circular will be discussed with you along with the possibility of additional fees due to the change in scope of the audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee estimate is for the service of conducting a financial and compliance audit of the City of Tomball, Texas (see **Auditor’s Responsibilities for the Audit of the Financial Statements and Single Audit** of the engagement letter) for the year ended September 30, 2026. The audit service does not include time and effort necessary to adjust or correct the City’s financial accounting records in order to present and report in accordance with generally accepted accounting principles. This would include implementing GASBs that are required to be implemented and adjusting the financial statements. The fee also does not consider elevated risks in process and controls that will require additional audit attention. If the City requires us to assist with account reconciliations or the implementation of any GASBs, or if we have to address elevated risks in process controls we will notify the City and bill the additional time and effort for those situations at our standard hourly rates, which are as follows for 2026:

Partner	\$515/hour
Manager	\$385/hour
Senior	\$240/hour
Staff	\$190/hour

ABIP may utilize artificial intelligence (AI) and other advanced computing technologies to enhance audit effectiveness and efficiency through the automated analysis of large-volume general ledger and financial data populations. Confidential client information is not processed through publicly available or consumer-grade AI platforms. All technology-enabled procedures are conducted in accordance with the AICPA Code of Professional Conduct, ET Section 1.700, *Confidential Client Information*, and are performed exclusively within enterprise-grade environments that employ rigorous data isolation, access controls, and information security safeguards.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City of Tomball, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Tomball, Texas, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,
ABIP, PC

ABIP, PC
San Antonio, Texas

RESPONSE: This letter correctly sets forth the understanding of the City of Tomball, Texas.

Signature

Title

Signature

Title

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 21, 2026

Topic:

Workshop Discussion Only – Approve a contract with B & C Constructors, LP for general contractor services through a 1GPA Contract (Contract No. 24-06DP-01) for a not-to-exceed amount of \$250,000, 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 2026-2027 adopted budget.

Background:

B&C Constructors, LP is a general contractor company located in Magnolia, Texas. B & C Constructors operates a construction company specializing in a wide range of skills including new construction and renovation of government buildings, schools, universities, retail shops and other construction type components.

The City has utilized B & C for general contractor services over the past several years. During this time, the company has demonstrated reliability and quality workmanship. Their proven track record and established relationship with the City provide continuity and efficiency in addressing ongoing and future construction and maintenance needs.

B & C has been identified to perform several projects included in the FY 2026–2027 budget. These projects include HVAC replacements at the Police Department, improvements to the Fire Training building, Depot deck repairs, and various other miscellaneous projects outlined in the City’s adopted budget. A full breakdown of the anticipated work is provided in the table below.

Project	Estimated Amount
HVAC – PD Jail Rooftop Unit #2	\$23,995
HVAC – PD Detectives	\$21,877
HVAC – Jail Booking Area	\$15,275
Fire Training Building	\$38,000
Depot Deck Repairs	\$5,000
Miscellaneous Projects – Facilities	\$25,000
Miscellaneous Projects – Parks	\$25,000
Miscellaneous Projects – Streets	\$25,000

Miscellaneous Projects – Water	\$25,000
Miscellaneous Projects – Wastewater	\$25,000
Anticipated Expenditures for FY 25-26	\$385,970
Contingency	\$20,853
Total Estimated Expenditures for FY 25-26	\$250,000

This item authorizes a contract with B & C Constructors, LP through a 1GPA Contract (Contract No. 24-06DP-01) for general contractor services for the City of Tomball.

Origination: Public Works Department

Recommendation:

Staff recommends approving a contract with B & C Constructors, LP for general contract services for a not-to-exceed amount \$250,000 for fiscal year 2026-2027.

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: #100-153-6207,
#100-154-6207,
#100-157-6206,
#100-157-6403,
#100-157-6406,
#600-613-6207,
#600-614-6207,

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

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

CITY OF TOMBALL SERVICES AGREEMENT

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

Description of Services: General Contractor Services

This Agreement is made and entered into by the **City of Tomball** (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, **B & C Constructors, LP** (the “Company”), with an office at **24415 Grand Pine Rd, Magnolia, Texas 77355**, City hereby engages the services of Company as an independent contract for General Contractor Services, upon the following terms and conditions.

1. SCOPE OF AGREEMENT

- 1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as requested by the City based on Exhibit A – Proposed Scope of Work.
- 1.2. In the event of a conflict among the terms of this Agreement, the term most favorable to the City, in the City’s sole discretion, shall control.
- 1.3. The Contractor shall not commence any work under this Agreement without receiving a written Work Authorization from the City. Each Work Authorization must include a detailed scope of work, timeline, and budget, which must be approved in writing by the City prior to the start of any work. Any work performed outside of an approved Work Authorization, or without explicit written approval, shall not be compensated and shall be considered unauthorized.

2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from **October 1, 2026 through September 30, 2027**, with (5) five additional one-year renewal options. The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT

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

4. ASSIGNMENT

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

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed in Exhibit A – Proposed Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed **\$250,000**.

6. IDEMNITY

6.1. DEFINITIONS

For the purpose of this section the following definitions apply:

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

6.2. Indemnity

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

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

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

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

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

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

7. INSURANCE

7.1. AMOUNTS OF INSURANCE

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

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

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

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

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

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

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

7.2. OTHER INSURANCE REQUIREMENTS

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

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

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

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

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

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

8. PAYMENT AND PERFORMANCE

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

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

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

10. COMPANY CERTIFICATIONS

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

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

11. NO WAIVER OF IMMUNITY

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

12. NOTICES

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

Notice to Company may be sent to the following address:

24415 Grand Pines Rd
Magnolia, TX 77355

13. CONTRACT ADMINISTRATOR

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

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

AGREED to and ACCPETED this 31st day of August, 2026.

B&C Constructors L.P.

Company

J S Cochran

Signature

Jared Cochran

Print Name

General Partner

Title

AGREED to and ACCPETED this ____ day of _____, 2026.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Thomas Harris III
City Secretary

EXHIBIT A
PROPOSED SCOPE OF WORK & ESTIMATED PRICING

The Contractor shall not commence any work under this Agreement without receiving a written Work Authorization from the City. Each Work Authorization must include a detailed scope of work, timeline, and budget, which must be approved in writing by the City prior to the start of any work. Any work performed outside of an approved Work Authorization, or without explicit written approval, shall not be compensated and shall be considered unauthorized.

1. HVAC – PD Jail Rooftop Unit #2 - **\$23,995**
 - a. Install new 5 ton RTU
 - b. Remove and dispose of existing RTU
 - c. Install new motorized fresh air damper for controlled introduction of outside ventilation air, install hail guards.
 - d. Set and secure unit on existing curb, Reconnect to existing ductwork, gas lines, electrical service and condensate drain.
2. HVAC – PD Detective - **\$21,877**
 - a. Install new 3 ton RTU
 - b. Remove and dispose of existing RTU, provide and install new system.
 - c. Install electric heat kit, provide crane service for hoisting equipment.
 - d. Reconnect to existing ductwork, gas line, electrical service and condensate drain.
3. HVAC – Jail Booking Area - **\$15,275**
 - a. Installation on a new 1.5 ton single stage A/C system including electrical requirements.
4. Fire Training Building - **\$38,000**
 - a. Demo existing wood fascia board at exterior roof, and replace with new pine 1x8 with 2x2 at roof flashing.
 - b. Demo existing soffit board at exterior underside then replace with new 4x8x3/8" T1-11 boards.
 - c. Demo existing wood entry doors and replace with new to match existing doors, (1) single 3-0x6-8 and (1) 3-0x6-8 with wood sidelights and new hardware.
 - d. Paint exterior fascia and soffit and paint new and existing doors and frames.
5. Depot Deck Repairs - **\$5,000**
 - a. Framing repairs under existing deck at the depot.

6. Miscellaneous Facilities Projects - **\$25,000** (estimate)
 - a. Identified repairs and/or new projects for facilities – not-to-exceed amount of **\$25,000**
7. Miscellaneous Parks Projects - **\$25,000** (estimate)
 - a. Identified repairs and/or new projects for parks – not-to-exceed amount of **\$25,000**
8. Miscellaneous Streets Projects - **\$25,000** (estimate)
 - a. Identified repairs and/or new projects for streets and drainage as identified during the fiscal year – not-to-exceed amount of **\$25,000**
9. Miscellaneous Water Projects - **\$25,000** (estimate)
 - a. Identified repairs and/or new projects for the water department as identified during the fiscal year – not-to-exceed amount of **\$25,000**
10. Miscellaneous Wastewater Projects - **\$25,000** (estimate)
 - a. Identified repairs and/or new projects for wastewater department as identified during the fiscal year – not-to-exceed amount of **\$25,000**
11. Contingency - **\$22,000** (estimate)
 - a. Contingency for overages for projects that will be identified during the fiscal year – not-to-exceed amount of **\$22,000**

Project	Estimated Amount
HVAC – City Buildings	\$60,000
Fire Training Building Remodel	\$38,000
Depot Deck Repairs	\$5,000
Miscellaneous Projects – Facilities	\$25,000
Miscellaneous Projects – Parks	\$25,000
Miscellaneous Projects – Streets	\$25,000
Miscellaneous Projects – Water	\$25,000
Miscellaneous Projects – Wastewater	\$25,000
Anticipated Expenditures for FY 26-27	\$228,000
Contingency	\$22,000
Total Estimated Expenditures for FY 26-27	\$250,000



DATE: March 26, 2026

City of Tomball
501 James St.
Tomball, TX 77375

ATT: Brandon Snell

Jared Cochran, Project Manager

Page 47



Budget Proposal

Magnolia, Texas 77354
713.932.9400 - o
713.932.9443 - f

DATE: March 26, 2026

PROJECT: Fire Training Building
Tomball TX 77375

City of Tomball
501 James St.
Tomball, TX 77375

ATT: Brandon Snell

DESCRIPTION	AMOUNT
Demo existing wood fascia board at exterior roof, Replace with new pine 1x8 with 2x2 at roof flashing, Demo existing wood soffit board at exterior underside, Replace with new 4x8x3/8" T1-11 boards, Demo existing wood entry doors and replace with new to match existing, (1) single 3-0x6-8 and (1) 3-0x6-8 with wood sidelights and new hardware, Paint exterior fascia and soffit, paint new and existing doors and frames	\$ 32,215.00
TOTAL AMOUNT	\$ 32,215.00

Jared Cochran, Project Manager

THANK YOU FOR YOUR BUSINESS!



PROJECT: Jail Booking Area
400 Fannin Street
Tomball TX 77375

City of Tomball
501 James St.
Tomball, TX 77375

ATT: Brandon Snell

DESCRIPTION	AMOUNT
Installation of new 1.5 ton single stage A/C system including electrical requirements	\$ 15,275.00
TOTAL AMOUNT	\$ 15,275.00

Jared Cochran, Project Manager

THANK YOU FOR YOUR BUSINESS!

1999
R-22



Budget Proposal

Magnolia, Texas 77354
713.932.9400 - o
713.932.9443 - f

DATE: March 26, 2026

PROJECT: Detective A/C
400 Fannin Street
Tomball TX 77375

City of Tomball
501 James St.
Tomball, TX 77375

ATT: Brandon Snell

DESCRIPTION	AMOUNT
Installation of new 3 ton RTU	\$ 21,877.00
Remove and dispose of existing RTU, Provide and install new system, Install electric heat kit, provide crane service for hoisting equipment, Reconnect to existing ductwork, gas lines, electrical service and condensate drain.	
Electrical to be verified for proper voltage and breaker sizing. Any electrical upgrades outside of disconnect / re-connect and roof modifications are excluded at this time	
TOTAL AMOUNT	\$ 21,877.00

Jared Cochran, Project Manager

THANK YOU FOR YOUR BUSINESS!

2011



Budget Proposal

Magnolia, Texas 77354
713.932.9400 - o
713.932.9443 - f

DATE: March 26, 2026

PROJECT: Jail RTU #2
400 Fannin Street
Tomball TX 77375

City of Tomball
501 James St.
Tomball, TX 77375

ATT: Brandon Snell

DESCRIPTION	AMOUNT
Installation of new 5 ton RTU	\$ 23,995.00
Remove and dispose of existing RTU, Provide and install new system, Install new motorized fresh air damper for controlled introduction of outside ventilation air, Install hail guards, set and secure unit on existing curb, Reconnect to existing ductwork, gas lines, electrical service and condensate drain.	
TOTAL AMOUNT	\$ 23,995.00

Jared Cochran, Project Manager

THANK YOU FOR YOUR BUSINESS!

2014

City Council Meeting

Agenda Item,

Data Sheet

Meeting Date: September 21, 2026

Topic:

Workshop Discussion Only – Approve services agreement with Accurate Utility Supply, LLC for water, wastewater, and drainage supplies through a BuyBoard Contract (Contract No. 717-23) for a not-to-exceed amount of \$250,000, 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 2026-2027 budget.

Background:

Accurate Utility Supply, LLC is a utility supply distributor that has consistently provided the City of Tomball with a wide range of water, wastewater, and drainage products and services including pipe, hydrants, fittings, clamps, water meter testing, calibration and repair, backflow certification and repair, compliance support flow testing, leak detection, and meter and backflow vaults.

Based on the City's adopted Procurement Policy, staff is requesting approval of a services agreement for the purchase of supplies through an existing BuyBoard Contract for the purchases for this fiscal year in excess of \$100,000.0 The chart below identifies projected spending through September 30, 2027 for daily maintenance and project completion.

FY 2027 Estimated Purchases	
Water Purchases (pipe, fittings, and testing)	\$175,000
Wastewater Purchases	\$65,000
Drainage Purchases	\$10,000
FY 2027 Total Estimated Purchases: \$250,000	

This item authorizes fiscal year purchases with Accurate Utility Supply, LLC to supply necessary water, wastewater, and drainage supplies and services, as needed.

Origination: Project Management

Recommendation:

Staff recommends approving a services agreement with Accurate Utility Supply, LLC to supply necessary water, wastewater, and drainage supplies and services, as needed for an amount not-to-exceed \$250,000.

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

FUNDING (IF APPLICABLE)

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

#100-154-6106
r:#600-613-6106
#600-613-6207
#600-614-6106

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

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

CITY OF TOMBALL SERVICES AGREEMENT

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

Description of Services: Water, Wastewater, and Drainage Supplies

This Renewal is made and entered into by the **City of Tomball** (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, **Accurate Utility Supply, LLC** (the “Company”), with an office at **5445 Stockdick School Road, Katy, Texas 77449** City hereby engages the services of Company as an independent contract for water, wastewater and drainage supply services, upon the following terms and conditions.

1. SCOPE OF AGREEMENT

- 1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services.
- 1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City’s sole discretion, shall control.

2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement Renewal shall be effective upon proper execution by the City. It shall be effective from **October 1, 2026 through September 30, 2027, with Five (5) additional one-year renewal options remaining.** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT RENEWAL

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

4. ASSIGNMENT

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

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed \$250,000.

6. MODIFICATION OF RATES

Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

7. IDEMNITY

7.1. DEFINITIONS

For the purpose of this section the following definitions apply:

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

7.2. Indemnity

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

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

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

NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

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

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

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

8. INSURANCE

8.1. AMOUNTS OF INSURANCE

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

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

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

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

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

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

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

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

8.2. OTHER INSURANCE REQUIREMENTS

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

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be

subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

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

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

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

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

9. PAYMENT AND PERFORMANCE

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

10. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

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

11. COMPANY CERTIFICATIONS

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

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

12. NO WAIVER OF IMMUNITY

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

13. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified

Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

5445 Stockdick School Road, Katy, Texas 77449

14. CONTRACT ADMINISTRATOR

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

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

AGREED to and ACCPETED this 3 day of September, 2026.

Accurate Utility Supply
Company

[Signature]
Signature

Kyle Parous
Print Name

Account Manager
Title

AGREED to and ACCPETED this ____ day of _____, 2026.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Thomas Harris III
City Secretary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 21, 2026

Topic:

Approve the recommendation of award to BlackRock Construction, the lowest responsible bidder, for the construction of Phase II of the FM 2920 Lift Station Consolidation Project (Project No. 2019-10008), Bid No. 2026-13.

Background:

The FM 2920 lift station project is part of the City's effort to expand the capacity of the wastewater collection system on the southwest side of the City. The existing FM 2920 lift station does not have the capacity for future development needs and therefore, alternatives to expand the lift station and force main were evaluated against the possibility of consolidating the lift station and flowing by gravity exclusively. After evaluation it was determined the best option was to consolidate the lift station and flow by gravity from FM 2920 to SH 249 along the identified route requiring easement acquisition.

Staff entered into a professional services agreement with Freese & Nichols in November 2022 to complete the design of the project. The project was divided into two phases:

- Phase I: 7,080 linear feet of 30-inch sanitary sewer line beginning at the existing sanitary sewer near SH 249
- Phase II: 8,040 linear feet of 24-inch sanitary sewer line connecting to the 30-inch sanitary line and extending to FM 2920 and decommissioning of the existing lift station

To obtain the most favorable pricing and in accordance with the City's Procurement Policy, sealed bids were solicited for the construction of Phase II, with information available online through CivCast or in person at the Freese & Nichols, Inc. office. A total of five (5) bids were submitted. Following review of the bids received, BlackRock Construction was determined to be the lowest responsible bidder. Staff recommends that City Council approve the recommendation of award to BlackRock Construction for Phase II of the project. Below is a breakdown of the current funding allocated for the project.

FM 2920 Lift Station Consolidation		
Budget Breakdown		
Element	Contract Amount Award	Contract Amount Remaining
Land Acquisition	\$550,379	\$0
Engineering	\$2,412,788.57	\$884,665.97
Construction – Phase I	\$5,609,040.41	\$281,464.38
Construction – Phase II	\$8,859,655*	PENDING AWARD
Remaining Budget: \$9,277,543.92		

*Total construction amount pending final Council award

Origination: Project Management

Recommendation:

Staff recommends approval of the recommendation of award to BlackRock Construction, the lowest responsible bidder, for construction of Phase II of the FM 2920 Lift Station Consolidation Project.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: If yes, specify Account Number: #400-614-6409

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

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

APPARENT LOW BIDDERS

FM2920 Lift Station Consolidation Phase 2 - 36" and 24" Sanitary Sewer (CSP) 2026-13

Bid Summary	
Engineers Estimate	Not Available
Total Bids	5
AMLT \$	\$8,047,254.90
AMLT %	94.94%
Average Bid	\$15,725,080.00
Project Owner	City of Tomball

Rank	Bidder	BASE BID	ALLOWANCES	EXTRA WORK ITEMS	ALTERNATE BID NO. 1	ALTERNATE BID NO. 2
1	BlackRock Construction Submitted: 8/26/2026 1:10:37 PM	\$8,476,055.00	\$325,000.00	\$46,000.00	\$51,000.00	-\$38,400.00
2	MC2 Civil, LLC Submitted: 8/26/2026 1:03:28 PM	\$16,523,309.90	\$325,000.00	\$15,500.00	\$10,000.00	-\$50,000.00
3	UWS Submitted: 8/26/2026 1:15:42 PM	\$16,772,915.00	\$325,000.00	\$172,000.00	\$20,000.00	\$86,000.00
4	Pate Garver, L.P. Submitted: 8/26/2026 1:39:07 PM	\$17,873,027.10	\$325,000.00	\$12,500.00	\$82,760.00	\$6,680.00
5	E.P. Brady, LTD. Submitted: 8/26/2026 1:57:29 PM	\$18,980,093.00	\$325,000.00	\$13,000.00	\$11,000.00	-\$2,000.00

Bids Opened: 8/26/2026 2:01:48 PM

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 21, 2026

Topic:

Presentation of Proclamation

- Fetal Alcohol Spectrum Disorders Awareness Month

Background:

Origination: Mayor

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	_____	Approved by	_____
	Staff Member		City Manager
	Date		Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 21, 2026

Topic:

Presentation of the MADD Award Recipients from Tomball Police Department. Officer Abigal Villafane received the MADD Enforcement Hero Award. Officer Ethan Rebhun received the Outstanding Leadership Award. And Officers Michael Bertasz, Tyler Konrad, and Chloe Tamez received the Outstanding Service Award.

Background:

Presentation by Police Chief Shon Davis.

Origination: Police Department

Recommendation:

N/A

Party(ies) responsible for placing this item on agenda: Shon Davis, Chief of Police

FUNDING (IF APPLICABLE)

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

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

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

Signed	<u>Shon Davis</u>	<u>9/21/2026</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

Award Recipient	Award	Company / Agency
Michael Bertasz	Outstanding Service Award	Tomball Police Department
Tyler Konrad	Outstanding Service Award	Tomball Police Department
Ethan Rebhun	Outstanding Leadership Award	Tomball Police Department
Chloe Tamez	Outstanding Service Award	Tomball Police Department
Abigal Villafane	MADD Enforcement Hero Award	Tomball Police Department

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 21, 2026

Topic:

Upcoming events:

- September 26, 2026 – GroovFest from 11:00 a.m.-5:00 p.m. at Tomball Depot Plaza
- September 30, 2026 – Tomball HS Homecoming Parade from 6-8 p.m. in Downtown Tomball and Tomball Depot Plaza.
- October 6, 2026 – National Night Out from 5-8 p.m. in various Tomball neighborhoods
- October 8, 2026 – Kaffeeklatsch (Barbara Powell-Tomball Depot) from 8:30-10:00 a.m. at Tomball Community Center
- October 10, 2026 – Spooktacular from 4:00-9:00 p.m. at Tomball Depot Plaza.
- October 14, 2026 – Blood drive from 10:00 a.m.-2:00 p.m. at Fire Station #1

Background:

Origination: Marketing Department

Recommendation:

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 21, 2026

Topic:

Approve Minutes of September 8, 2026, Workshop/Regular City Council meeting.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

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

Shannon Bennett, Assistant City
Secretary

FUNDING (IF APPLICABLE)

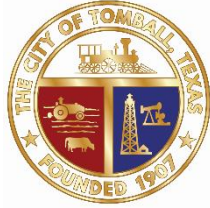
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

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

**MINUTES OF WORKSHOP/REGULAR
CITY OF TOMBALL, TEXAS**



**Tuesday, September 08, 2026
5:00 P.M.**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for September 08, 2026, 5:00 P.M., at 401 Market Street, Tomball, Texas 77375.

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

PRESENT:

Mayor Lori Klein Quinn
Council 1 Shelley Michna
Council 2 Paul Garcia
Council 4 Lisa A. Covington
Council 5 Randy Parr

ABSENT (EXCUSED):

Council 3 Dane Dunagin

CITY STAFF PRESENT:

City Manager - David Esquivel
City Attorney – Joseph Hayes
City Secretary - Thomas Harris
Assistant City Secretary - Shannon Bennett
Interim Police Chief – Shon Davis
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
Director of Human Resources – Kristie Lewis
Director of Marketing & Tourism - Chrislord Templonuevo
Community Development Director – Jermery Griffin
City Planner - Caleb Mittanck
Director of I.T. – Ben Lato
Special Project Director - Luisa Taylor
Bryce Smith - Police Officer

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.]

With no objection from Council, Remarks shall not be Profane, vulgar or abusive language and personal attacks will not be tolerated.

Elaine Hancock, Tomball, TX presented a letter from 2015 regarding streets in “Old Town” Tomball. (Exhibit A)

Michelle Shannon, Tomball, TX announced she is seeking place to house medical equipment.

C. General Discussion

1. Quarterly Financial Report for period ending June 30, 2026

Finance Director Bragg Farmer presented the Quarterly Financial Report.

2. Quarterly Investment Report for the period ending June 30, 2026.

Finance Director Bragg Farmer presented the Quarterly Investment Report.

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

1. Public Works Director Drew Huffman led the Workshop Discussion Only – Approve an agreement with Shane Griffin Power & Electrical Services, LLC for electrical contractor services for Fiscal Year 2027, for a not-to-exceed amount of \$125,000 (RFP 2026-12), 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 2026-2027 budget.
2. Director of I.T. Ben Lato led the Workshop Discussion Only - Approve the expenditure of greater than \$100,000 with Insight Public Sector for software support renewals, not-to-exceed amount of \$116,500, approve the expenditure of funds thereof, and authorize the City Manager to execute any and all documents related to the purchase. These expenditures are included in the FY 2025-2026 budget.
3. City Planner Caleb Mittanck introduced the item for Informational Purposes Only - Request by Joe E. Evans, Abigail L. Bailey, and Janae E. Evans to consider a zone change from Agricultural (AG) to Commercial (C) on an approximately 0.86 acre portion of Tract 5D, one tract containing approximately 2.96 acres of land, situated in the C Goodrich Survey, Abstract 311, located west of the northwest intersection

of FM 2920 and Park Road (15226 FM 2920). The applicant is requesting to match the zoning of the rest of their property

4. City Planner Caleb Mittanck introduced the item for Informational Purposes Only
- Request by Wendy Kaiser to consider a zone change from Single-Family Residential (SF-20) to Old Town (OT) on Lot 22S of the Baker Unrecorded Plat, one lot containing approximately 0.29 acres of land, situated in the J House Survey, Abstract 34, located at the northwest intersection of Hicks Street and Baker Drive (304 Baker Drive). The applicant is requesting to utilize the property for residential or office use
5. City Planner Caleb Mittanck introduced the item for Informational Purposes Only
- Request by Jacqueline Marshall to consider a zone change from Agricultural (AG) to Multifamily Residential (MF-2) on Tract 163 & 167 of Tomball Outlots; one tract containing approximately 5.21 acres of land located west of the northwest intersection of South Cherry Street and Medical Complex Drive. The applicant is requesting to develop the property with an assisted living facility

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

Mayor Klein Quinn recessed the meeting at 5:39 p.m. and reconvened it at 6:03 p.m.

F. Invocation led by Earl Detwiler, Colonial Hills Bible Chapel

G Pledges to U.S. and Texas Flags was led by Latrell Shannon.

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

With no objection from Council, Remarks shall not be Profane, vulgar or abusive language and personal attacks will not be tolerated. There were no comments received.

I. Presentations

1. Proclamation Recognizing Tomball's Baseball Team for Winning the State Championship.

Mayor Klein Quinn presented a Proclamation to the Tomball High School Baseball Team recognizing them as the Tomball High School Baseball State Champions 2026 UIL 6A Division II.

2. Proclamation – The Castillo Way Week

Mayor Klein Quinn presented a Proclamation to the Castillo Family proclaiming the week of September 7th – 11th, 2026 as “The Castillo Way Week”.

J. Reports and Announcements

1. Announcements

I. Upcoming events:

- September 10, 2026 - Kaffeeklatsch (Amanda Kelly-Famers Market) from 8:30 - 10:00 a.m. at Tomball Community Center
- September 11, 2026 - 9/11 Remembrance Ceremony from 8:00 - 9:00 a.m. at Tomball Depot Plaza, followed by a short evening tribute from 7:30-7:45 p.m. at Tomball Depot Plaza
- September 12, 2026 - 2nd Saturday from 5:00 - 9:00 p.m. at Tomball Depot Plaza
- September 26, 2026 - GroovFest from 11:00 a.m.-5:00 p.m. at Tomball Depot Plaza

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

Mayor Klein Quinn announced that Jon Bonck, a congressional candidate for Texas’s 38th District, will introduce himself to the City Council as a prospective representative for the Tomball area at the next Council Meeting.

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

1. Adopt, on Second Reading, Ordinance No. 2026-37, an Ordinance of the City of Tomball, Texas Amending Chapter 46, Article IV of the City of Tomball Code of Ordinances to Establish Conservation and Reuse Credits for water and wastewater impact fees as authorized by Chapter 395 of Texas Local Government Code; Providing for Severability; Making Findings of Fact; Providing for Enforcement; Providing an Effective Date; and Providing for Other Related Matters.

2. Adopt, on Second Reading, Ordinance No. 2026-38, an Ordinance of the City of Tomball, Texas Amending Chapter 46, Article VI of the City of Tomball Code of Ordinances to Establish a Policy for City participation in the cost of oversized water and wastewater mains installed by developers when the additional capacity is required to implement the City's adopted Water and Wastewater Master Plan, Capital Improvement Program, or regional utility planning objectives; Providing for Severability; Making Findings of Fact; Providing for Enforcement; Providing an Effective Date; and Providing for Other Related Matters.
3. Second Reading: Consideration and Adoption of Ordinance No. 2026-39. An Ordinance of the City Council of the City of Tomball, Texas, amending Chapter 32 ("Peddlers and Solicitors") and Chapter 48 ("Vehicles for Hire") of the Code of Ordinances of the City of Tomball; amending Article II of Chapter 32 to replace the term "Permit" with "License" as applied to the peddler occupational authorization; amending Chapter 48, Article III, to remove the fingerprint-based criminal history background-check requirements applicable to tow truck drivers; providing for severability; providing a savings clause; providing for a repealer; and providing an effective date.

Motion made by Council 2 Garcia, Seconded by Council 1 Michna to approve Old Business Consent Agenda.

Voting Yea: Council 1 Michna, Council 2 Garcia, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

L. Old Business

1. Adopt on Second Reading, Ordinance No. 2026-35, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of \$0.340940/\$100 of Value Assessed for the Year 2026 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 to adopt Ordinance No. 2026-35 and approve the FY 2027 property tax rate of \$0.340940, which is equal to the property tax rate adopted for the prior fiscal year.

Voting Yea: Council 1 Michna, Council 2 Garcia, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

M. New Business

1. Approve Minutes of August 14, 2026, Joint City Council and TEDC Meeting.

Approve Minutes of August 17, 2026, Regular City Council Meeting.

Approve Minutes of August 21, 2026, Joint City Council and TEDC Meeting.

Motion made by Council 4 Covington, Seconded Council 1 Michna by to approve minutes of August 14, 2026, August 17, 2026 and August 2, 2026.

Voting Yea: Council 1 Michna, Council 2 Garcia, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

2. Approve a change order with Pate Garver, LP for Project Number 2019-10018, FM 2920 Lift Station Consolidation Project, for a total addendum amount of \$202,250 (contract total not-to-exceed \$5,609,040.41), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the adopted Fiscal Year 2026-2031 Capital Improvement Projects Plan and is included in the Fiscal Year 2025-2026 Capital Improvement Budget.

Motion made by Council 5 Parr, Seconded by Council 4 Covington to approve a change order with Pate Garver, LP for Project Number 2019-10018, FM 2920 Lift Station Consolidation Project, for a total addendum amount of \$202,250 (contract total not-to-exceed \$5,609,040.41), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases.

Voting Yea: Council 1 Michna, Council 2 Garcia, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

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

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

- Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee- Police Chief.
- Executive Session Started: 7:00 P.M.
- Executive Session Ended: 7:35 P.M.

N. Adjournment

Mayor Lori Klein Quinn adjourned the meeting at 7:35 P.M.

PASSED AND APPROVED on this 21st day of September 2026.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: 9/21/2026

Topic:

Approve the expenditure of greater than \$100,000 with Insight Public Sector for software support renewals, not-to-exceed amount of \$116,500, approve the expenditure of funds thereof, and authorize the City Manager to execute any and all documents related to the purchase. These expenditures are included in the FY 2025-2026 budget.

Background:

The City relies on Microsoft 365, Adobe, and its IT ticketing system to support daily operations. These annual renewals ensure continued access to this essential software, and licensing for City staff.

To meet our operational needs, staff recommends approving the proposed expenditure with Insight Public Sector, through various Cooperative Contracts listed below.

Office 365 (Omnia Partners #23-6692-03)	\$95,000
Adobe (Texas DIR-CPO-5239)	\$14,000
Ticketing Software (Omnia Partners #23-6692-03)	\$6,500
Contingency	\$1,000
Total	\$116,500

Origination: Information Technology

Recommendation:

Staff recommends approval of the expenditure with Insight Public Sector for a total not-to-exceed amount of \$116,500 as appropriated in the FY 2025-2026 Budget.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____

If yes, specify Account Number: # 100-117-6320

If no, funds will be transferred from
account:

To Account: # _____

Signed: Ben Lato

Staff Member

Date

Approved by: _____

City Manager

Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 21, 2026

Topic:

Approve request from Tomball Sister City for City Support and In-Kind Services for the Tomball German Christmas Market on Market St. and around Tomball, on Friday, December 11-13, 2026, as well as the Tomball German Heritage Festival on April 2-4, 2027.

Background:

The Tomball Sister City Organization, Inc. would like to continue the success of their German Christmas Market and Heritage Festival and bring tens of thousands of visitors to Tomball this year and next year. They are requesting the following:

Personnel:

Public Works:

Ten (10) employees for Friday night, 6:00 pm - 11:00 pm
Twelve (12) employees for Saturday, 8:00 am - 11:00 pm
Twelve (12) employees for Sunday, 8:00 am - 9:00 pm
Employees will need the use of gators for trash pick-up

Police Department:

Ten (10) Officers for Friday, 5:00 pm - 11:00 pm
Ten (10) Officers for Saturday, 9:00 am - 11:00 pm
Ten (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

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.

Supplies/Rentals:

Four (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

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 Co Office.). We have also requested of Harris County that S. Cherry Street be closed 9:00 am Friday – Sunday.

Origination: Tomball Sister City Organization

Recommendation:

I am in favor of recommending this request for In-Kind Services.

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

FUNDING (IF APPLICABLE)

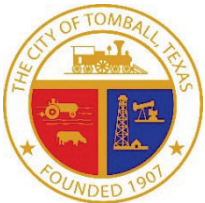
Are funds specifically designated in the current budget for the full amount required for this purpose?

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 GUIDELINES & APPLICATION

THE CITY OF TOMBALL, TEXAS

Effective Date: 1/1/2023

INTRODUCTION: Any organized activity or event and open to the general public that involves the use of, or having an impact upon, public property, facilities, public parks, sidewalks, or street areas in the city of Tomball require prior approval and must meet certain requirements for consideration.

PROCEDURES: Several procedures and guidelines must be followed before any non-city staged event may take place. Those include, but are not limited to, the following:

1. A completed Special Event application must be submitted to the Tomball Department of Marketing & Tourism at least 180 days prior to any proposed festival or event. Tomball City Council approval is required if the event meets one of the following criteria: sale of alcohol, street closures or contains a request for in-kind donations from the city of Tomball.
2. A written proposal must accompany the application. The proposal should include the overall event concept, a detailed site map, a list of planned activities, hours of operation, proposed vendors, food and beverage, entertainment, and any other relevant aspects of the event.
3. If a charity is involved, or is the beneficiary of funds raised, information about the charity needs to be included as a part of the application process, as well as proof of non-profit status. If requesting in-kind services, preference will be given to organizations providing donations to agencies within the city limits of Tomball.
4. A fee equal to the actual cost of city services to host the event will be required of for-profit event planners to be paid no less than ten business days before the event. Non-profit organizations may request city services as an in-kind donation.
5. A meeting will be scheduled with the Tomball Events Team (representatives of Tomball Police, Fire, Public Works, Marketing and Northwest Community Health EMS) to discuss the merits and feasibility of the proposed event. The applicant is required to be at this meeting to answer questions regarding the application. Failure to attend will result in the event being cancelled by the city of Tomball.
6. If approved by the Tomball Events Team, the proposed event will be presented to the city council for final approval. The applicant is required to be at this meeting to answer questions regarding the application if necessary.
7. Ten days prior to the event, proof of general liability insurance (\$1,000,000 minimum) must be provided by the event organizer naming the city of Tomball as additional insured.
8. Event coordinators must provide their own volunteers or staff; oversee food and beverage permits, vendors, site clean-up and other aspects of staging a festival/special event.
9. Failure to comply with the guidelines listed above will preclude applicant from staging future events.

For additional information, or to submit an event application, please contact:

Chrislord Templonuevo – Director of Marketing & Tourism

401 Market Street

Tomball, Texas 77375

(281) 290-1035 | Email – ctemplonuevo@tomballtx.gov



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: 9/8/2026

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 German Christmas Market

2. Sponsoring entity: Tomball Sister City

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: Craig Bogner Phone: 832-715-6291

6. Contact address: 31226 Antiona Lane Tomball Tx 77375

7. Contact email: Craig@Tomballgermanfest.org

8. Event date: December 11,12,13

9. Event times: Start 6pm Finish 10pm Set-up Dec.8 Breakdown Dec.14

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: Craig Bogner Mobile #: 832-715-6291

14. Estimated number of attendees: 70K

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: Noon

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 CAB

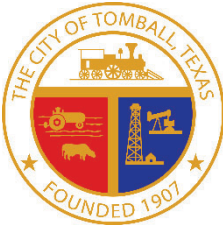
20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured. Initial CAB

21. Name of insurance carrier: Kaliff Insurance

22. Are Fireworks included in your event? ☐ No ☒ Yes (Must submit Fireworks Event Application)

Signature: C Bogner

FOR OFFICIAL USE - Fee required: Yes _____ No _____ Amount Due: \$ _____



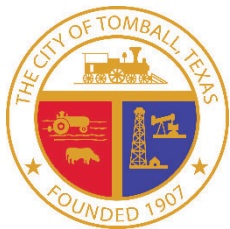
FIREWORKS EVENT GUIDELINES & APPLICATION

INTRODUCTION: Any non-sanctioned city event, including but not limited to wedding, party, or other gathering, involving the use of any firework. A firework is defined as any firecrackers, cannon crackers, skyrockets, torpedoes, roman candles, sparklers, squibs, fire balloons, star shells, gerbs or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display; and such term shall include all articles or substances within the commonly accepted meaning of fireworks whether specially designated and defined or not.

PROCEDURES: Several procedures and guidelines must be followed before any non-city sanctioned event may take place involving fireworks. Those include, but are not limited to, the following:

1. A completed Fireworks Application must be submitted to the Tomball Fire Department at least 90 days prior to any proposed festival or event. Tomball City Council approval is required if event meets one of the following criteria: sale of alcohol, street closures, fireworks, or contains a request for in-kind donations from the City of Tomball.
2. A written proposal must accompany the application. The proposal should include the overall event concept, location, a detailed site map, hours of fireworks show, type of fireworks show (aerial or ground effects). **THIS DOES NOT CONSTITUTE A PERMIT FROM THE FIRE MARSHAL'S OFFICE.**
 - a. Aerial Fireworks Shooting Sites shall not be within
 - i. 1,000 feet of a structure on an abutting property
 - ii. 500 feet of a lot line where livestock are present
3. If approved by the Tomball Fire Department, the proposed event will be presented to City Council for final approval. The applicant is required to attend this meeting to answer any questions regarding the application if necessary.
4. If approved by the Tomball City Council, no less than 14 days prior to the event, the applicant's state licensed pyro-technician shall submit appropriate documentation for permitting to the Tomball Fire Department's Fire Prevention Division.
5. Failure to comply with these guidelines may result in a fine not to exceed \$2,000.

For additional information, or to submit a fireworks event application, please contact:
Tomball Fire Department – Fire Prevention Division
1200 Rudel Dr.
Tomball, Texas 77375
(281) 351-7101 | Email – firecode@tomballtx.gov



FIREWORKS EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 1200 Rudel Dr | Tomball, Texas 77375 | (281) 351-7101

An application to stage an event within the City of Tomball shall be filed with the Tomball Fire Department at least 90 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by Tomball City Council and permitted by the Tomball Fire Department.

Date: _____

Request for permission to conduct and Fireworks Show for the following type of event (please check one):

Festival ☐ Community Event ☐ Wedding ☐ Music Event ☐ Other (specify) _____

1. Event title: _____

2. Contact: _____ Phone: _____

3. Contact address: _____

4. Contact email: _____

5. Event date: _____

6. Firework Show Event times: Start _____ Finish _____ Set-up _____ Breakdown _____

7. Fireworks Show Type (Check All that Apply): ☐ Aerial ☐ Ground Effects

8. State-Licensed Fireworks Provider: _____ Phone: _____

9. On-site contact: _____ Mobile Phone: _____

10. Estimated number of attendees: _____

11. Detailed site map is attached: Yes ☐ No ☐

12. Is this event open to the public: Yes ☐ No ☐

13. Admission fee: \$ _____ Free ☐

Signature: _____

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

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.

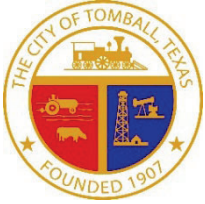
Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee 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)



SPECIAL EVENT GUIDELINES & APPLICATION

THE CITY OF TOMBALL, TEXAS

Effective Date: 1/1/2023

INTRODUCTION: Any organized activity or event and open to the general public that involves the use of, or having an impact upon, public property, facilities, public parks, sidewalks, or street areas in the city of Tomball require prior approval and must meet certain requirements for consideration.

PROCEDURES: Several procedures and guidelines must be followed before any non-city staged event may take place. Those include, but are not limited to, the following:

1. A completed Special Event application must be submitted to the Tomball Department of Marketing & Tourism at least 180 days prior to any proposed festival or event. Tomball City Council approval is required if the event meets one of the following criteria: sale of alcohol, street closures or contains a request for in-kind donations from the city of Tomball.
2. A written proposal must accompany the application. The proposal should include the overall event concept, a detailed site map, a list of planned activities, hours of operation, proposed vendors, food and beverage, entertainment, and any other relevant aspects of the event.
3. If a charity is involved, or is the beneficiary of funds raised, information about the charity needs to be included as a part of the application process, as well as proof of non-profit status. If requesting in-kind services, preference will be given to organizations providing donations to agencies within the city limits of Tomball.
4. A fee equal to the actual cost of city services to host the event will be required of for-profit event planners to be paid no less than ten business days before the event. Non-profit organizations may request city services as an in-kind donation.
5. A meeting will be scheduled with the Tomball Events Team (representatives of Tomball Police, Fire, Public Works, Marketing and Northwest Community Health EMS) to discuss the merits and feasibility of the proposed event. The applicant is required to be at this meeting to answer questions regarding the application. Failure to attend will result in the event being cancelled by the city of Tomball.
6. If approved by the Tomball Events Team, the proposed event will be presented to the city council for final approval. The applicant is required to be at this meeting to answer questions regarding the application if necessary.
7. Ten days prior to the event, proof of general liability insurance (\$1,000,000 minimum) must be provided by the event organizer naming the city of Tomball as additional insured.
8. Event coordinators must provide their own volunteers or staff; oversee food and beverage permits, vendors, site clean-up and other aspects of staging a festival/special event.
9. Failure to comply with the guidelines listed above will preclude applicant from staging future events.

For additional information, or to submit an event application, please contact:

Chrislord Templonuevo – Director of Marketing & Tourism

401 Market Street

Tomball, Texas 77375

(281) 290-1035 | Email – ctemplonuevo@tomballtx.gov



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: 9/8/2026

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 German Heritage Festival

2. Sponsoring entity: Tomball Sister City

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: Craig Bogner Phone: 832-715-6291

6. Contact address: 31226 Antiona Lane Tomball Tx 77375

7. Contact email: Craig@Tomballgermanfest.org

8. Event date: APRIL 2,3,4 2027

9. Event times: Start 6pm Finish 10pm Set-up April 1 Breakdown April 5

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: Craig Bogner Mobile #: 832-715-6291

14. Estimated number of attendees: 70K

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: Noon

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 CAB

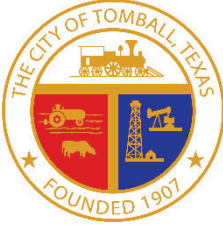
20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured. Initial CAB

21. Name of insurance carrier: Kaliff Insurance

22. Are Fireworks included in your event? ☐ No ☒ Yes (Must submit Fireworks Event Application)

Signature: C Bogner

FOR OFFICIAL USE - Fee required: Yes _____ No _____ Amount Due: \$ _____



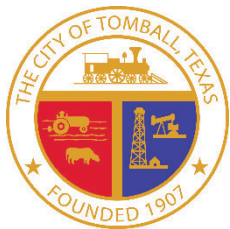
FIREWORKS EVENT GUIDELINES & APPLICATION

INTRODUCTION: Any non-sanctioned city event, including but not limited to wedding, party, or other gathering, involving the use of any firework. A firework is defined as any firecrackers, cannon crackers, skyrockets, torpedoes, roman candles, sparklers, squibs, fire balloons, star shells, gerbs or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display; and such term shall include all articles or substances within the commonly accepted meaning of fireworks whether specially designated and defined or not.

PROCEDURES: Several procedures and guidelines must be followed before any non-city sanctioned event may take place involving fireworks. Those include, but are not limited to, the following:

1. A completed Fireworks Application must be submitted to the Tomball Fire Department at least 90 days prior to any proposed festival or event. Tomball City Council approval is required if event meets one of the following criteria: sale of alcohol, street closures, fireworks, or contains a request for in-kind donations from the City of Tomball.
2. A written proposal must accompany the application. The proposal should include the overall event concept, location, a detailed site map, hours of fireworks show, type of fireworks show (aerial or ground effects). **THIS DOES NOT CONSTITUTE A PERMIT FROM THE FIRE MARSHAL'S OFFICE.**
 - a. Aerial Fireworks Shooting Sites shall not be within
 - i. 1,000 feet of a structure on an abutting property
 - ii. 500 feet of a lot line where livestock are present
3. If approved by the Tomball Fire Department, the proposed event will be presented to City Council for final approval. The applicant is required to attend this meeting to answer any questions regarding the application if necessary.
4. If approved by the Tomball City Council, no less than 14 days prior to the event, the applicant's state licensed pyro-technician shall submit appropriate documentation for permitting to the Tomball Fire Department's Fire Prevention Division.
5. Failure to comply with these guidelines may result in a fine not to exceed \$2,000.

For additional information, or to submit a fireworks event application, please contact:
Tomball Fire Department – Fire Prevention Division
1200 Rudel Dr.
Tomball, Texas 77375
(281) 351-7101 | Email – firecode@tomballtx.gov



FIREWORKS EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 1200 Rudel Dr | Tomball, Texas 77375 | (281) 351-7101

An application to stage an event within the City of Tomball shall be filed with the Tomball Fire Department at least 90 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by Tomball City Council and permitted by the Tomball Fire Department.

Date: _____

Request for permission to conduct and Fireworks Show for the following type of event (please check one):

Festival ☐ Community Event ☐ Wedding ☐ Music Event ☐ Other (specify) _____

1. Event title: _____

2. Contact: _____ Phone: _____

3. Contact address: _____

4. Contact email: _____

5. Event date: _____

6. Firework Show Event times: Start _____ Finish _____ Set-up _____ Breakdown _____

7. Fireworks Show Type (Check All that Apply): ☐ Aerial ☐ Ground Effects

8. State-Licensed Fireworks Provider: _____ Phone: _____

9. On-site contact: _____ Mobile Phone: _____

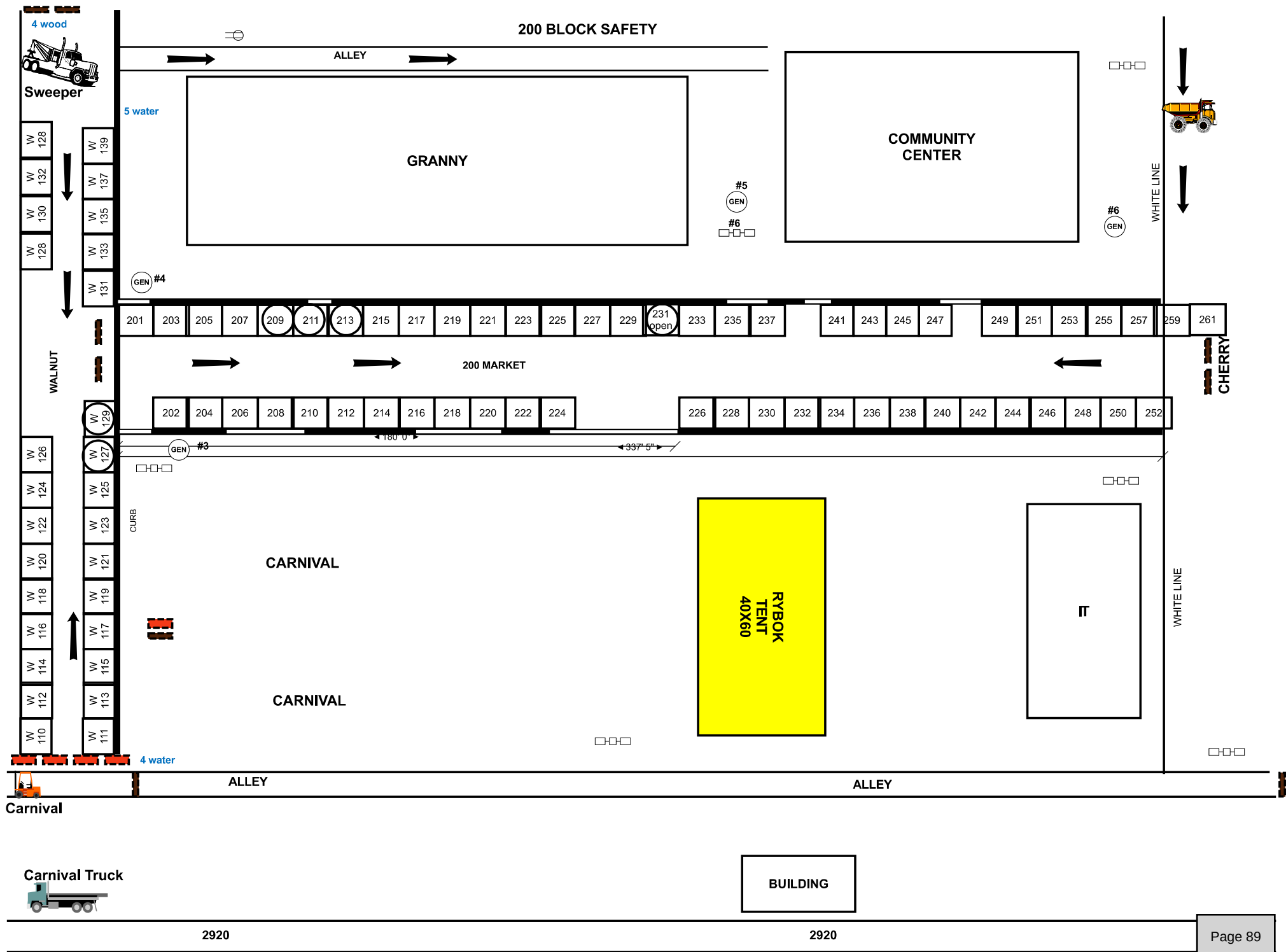
10. Estimated number of attendees: _____

11. Detailed site map is attached: Yes ☐ No ☐

12. Is this event open to the public: Yes ☐ No ☐

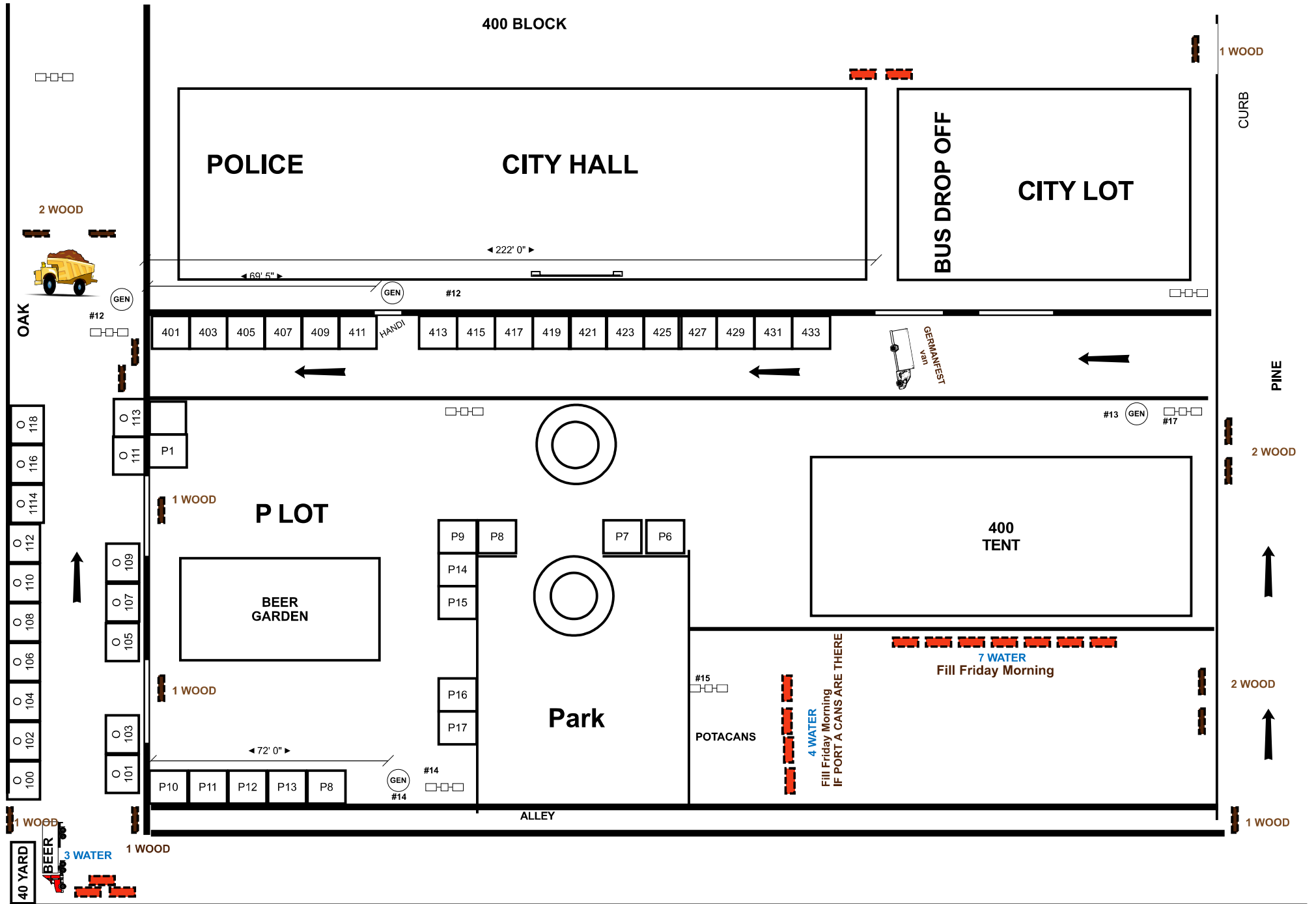
13. Admission fee: \$ _____ Free ☐

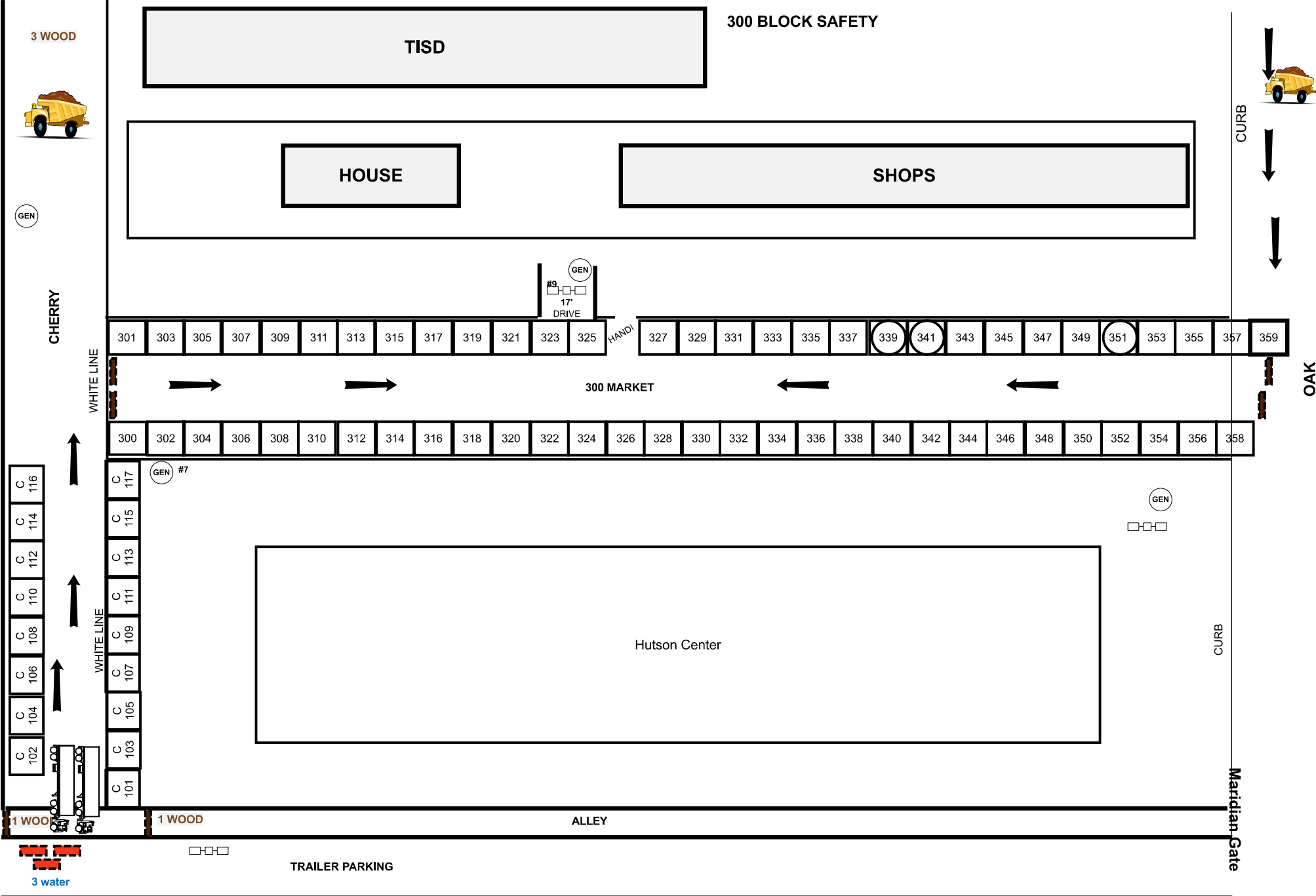
Signature: _____



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TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency TOMBALL SISTER CITY ORGANIZATION	
Address (Street & number, P.O. Box or Route number) P. O. BOX 1131	Phone (Area code and number) 281-290-1425
City, State, ZIP code TOMBALL, TEXAS 77377	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: Sunbelt Rentals

Street address: PO Box 409211 City, State, ZIP code: Atlanta GA 30384

Description of items to be purchased or on the attached order or invoice:

Equipment Rentals and/or other Purchases

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶	Purchaser <i>Sandra Martin</i>	Title TREASURER	Date 4/9/2026
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

The Tomball Sister City Organization

Independent Accountants' Review Report and
Financial Statements for the Fiscal Year Ended September 30, 2025
(with comparative totals for 2024)



Tipton & Company
CERTIFIED PUBLIC ACCOUNTANTS

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Statement of Functional Expenses	4
Statement of Cash Flows	5
Notes to Financial Statements.....	6 - 9



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, 2025, 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 2024 financial statements dated December 27, 2024. The summarized comparative information presented herein as of and for the year ended September 30, 2024, 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

January 23, 2026

The Tomball Sister City Organization

Statement of Financial Position

<i>As of September 30, (with comparative totals for 2024)</i>	2025	2024
Assets		
Cash and cash equivalents	\$ 192,481	\$ 226,287
Property and equipment, net	1,471	2,597
Total Assets	\$ 193,952	\$ 228,884
Liabilities and Net Assets		
Liabilities		
Deferred revenue	\$ 25,172	\$ 47,440
Accrued expenses	10,666	18,025
Total Liabilities	35,838	65,465
Net Assets		
Without donor restriction	158,114	163,419
Total Net Assets	158,114	163,419
Total Liabilities and Net Assets	\$ 193,952	\$ 228,884

The Tomball Sister City Organization

Statement of Activities

Year ended September 30, <i>(with comparative totals for 2024)</i>	2025 Total	2024 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	210,785	173,372
Tomball German Christmas Market sponsorship and fees	197,691	214,363
Other income	139	4,816
Total Public Support and Revenues	568,615	552,551
Expenses		
Program Activities		
Tomball German Heritage Festival	214,319	220,151
Tomball German Christmas Market	240,525	214,202
Total Program Activities	454,844	434,353
Supporting Activities		
Management and general	79,646	81,283
Fundraising	39,430	41,558
Total Supporting Activities	119,076	122,841
Total Expenses	573,920	557,194
Change in Net Assets	(5,305)	(4,643)
Net Assets, Beginning of Year	163,419	168,062
Net Assets, End of Year	\$ 158,114	\$ 163,419

The Tomball Sister City Organization

Statement of Functional Expenses

Year ended September 30, (with comparative totals for 2024)	Program Activities			Supporting Activities			2025 Total	2024 Total
	Tomball German Heritage Festival	Tomball Christmas Market	Total Program Activities	Management & General	Fundraising	Total Supporting Activities		
Salaries and related expenses								
Salaries and wages	\$ 13,325	\$ 13,325	\$ 26,650	\$ 15,990	\$ 10,660	\$ 26,650	\$ 53,300	\$ 50,551
Payroll taxes	1,019	1,019	2,039	1,223	815	2,039	4,077	3,867
Employee benefits	29	29	59	35	23	59	117	240
Total salaries and related expenses	14,374	14,374	28,747	17,248	11,499	28,747	57,494	54,658
Other Expenses								
Advertising	9,916	18,203	28,119	-	27,419	27,419	55,537	61,495
Auto	-	-	-	2,052	-	2,052	2,052	2,717
Depreciation	-	-	-	1,126	-	1,126	1,126	1,126
Distributors	93,088	100,091	193,179	-	-	-	193,179	143,455
Donations	-	-	-	6,053	-	6,053	6,053	1,784
Dues	-	-	-	4,950	-	4,950	4,950	3,805
Equipment rental	-	-	-	-	-	-	-	63,987
Exchange students	3,146	3,146	6,292	-	-	-	6,292	10,960
Hospitality	1,701	1,420	3,121	-	-	-	3,121	4,883
Insurance	-	-	-	7,898	-	7,898	7,898	9,977
Interest	-	-	-	-	-	-	-	313
Maintenance	-	-	-	600	-	600	600	-
Miscellaneous	-	-	-	10,387	-	10,387	10,387	7,793
Postage	-	-	-	238	-	238	238	293
Professional fees	-	-	-	4,300	-	4,300	4,300	4,500
Security	5,515	9,705	15,220	-	-	-	15,220	9,760
Service fees	626	626	1,252	1,421	501	1,922	3,174	3,246
Storage	-	-	-	2,556	-	2,556	2,556	1,300
Supplies	4,003	2,052	6,055	-	-	-	6,055	9,213
Taxes	15	15	30	18	12	30	59	3,053
Travel and entertainment	81,936	89,014	170,950	13,137	-	13,137	184,087	152,213
Utilities	-	-	-	7,447	-	7,447	7,447	5,897
Volunteers	-	1,880	1,880	-	-	-	1,880	-
Website	-	-	-	215	-	215	215	766
Total Other Expenses	199,945	226,152	426,097	62,398	27,931	90,329	516,426	502,536
Total Expenses	\$ 214,319	\$ 240,525	\$ 454,844	\$ 79,646	\$ 39,430	\$ 119,076	\$ 573,920	\$ 557,194

The Tomball Sister City Organization

Statement of Cash Flows

Year ended September 30, (with comparative totals for 2024)	2025	2024
Cash Flows from Operating Activities		
Change in Net Assets	\$ (5,305)	\$ (4,643)
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	(22,268)	7,315
Accrued expenses	(7,359)	7,271
Total Adjustments	(28,501)	15,712
Net Change from Operating Activities	(33,806)	11,069
Net Change in Cash and Cash Equivalents	(33,806)	11,069
Cash and Cash Equivalents, beginning of year	226,287	215,218
Cash and Cash Equivalents, end of year	\$ 192,481	\$ 226,287

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, 2025 and 2024 was \$55,537 and \$61,495, 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, 2025, are comprised of cash and cash equivalents amounting to \$192,481.

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, 2025 and 2024, the Organization had no uninsured balances.

For the years ended September 30, 2025 and 2024, one grantor accounted for twenty-eight percent (28%) and twenty-nine percent (29%), respectively, 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, 2025 and 2024, property and equipment consist of the following:

	2025	2024
Computers	\$3,357	\$3,357
Trailers	8,248	8,248
Subtotal property and equipment	11,605	11,605
Less: accumulated depreciation	(10,134)	(9,008)
Total property and equipment, net	\$1,471	\$2,597

Depreciation expense for the years ended September 30, 2025 and 2024 was \$1,126 in both years.

NOTE 5 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through January 23, 2026, 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.

City Council Meeting

Agenda Item,

Data Sheet

Meeting Date: September 21, 2026

Topic:

Approve an agreement with Shane Griffin Power & Electrical Services, LLC for electrical contractor services for Fiscal Year 2027, for a not-to-exceed amount of \$125,000 (RFP 2026-12), 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 2026-2027 budget.

Background:

The proposed agreement with Shane Griffin Power & Electrical Services, LLC is for fiscal year 2027, beginning October 1, 2026 and expiring September 30, 2027, has the option for five additional one-year renewals. Shane Griffin Power & Electrical Services, LLC was selected through the Request for Proposals process (RFP 2026-12). Three firms submitted sealed proposals, with Shane Griffin Power & Electrical Services, LLC being selected as offering the best value to the City based on the proposed scope of work. The selection and discussions were held in accordance with the City's adopted Procurement Policy and Manual and state procurement law.

Shane Griffin Power & Electrical Services, LLC is an electrical contractor located in Magnolia, Texas. The company provides licensed electrical work including repair, replacement, upgrade, new construction, and alteration of existing electrical services. The proposed services agreement with Shane Griffin includes a scope of work to perform electrical contractor services for the City on an as-needed basis, a full breakdown of the anticipated work is reflected in the table below, individual projects, if any, totaling \$100,000 or greater will be brought back for Council approval prior to work being conducted.

Anticipated Electrical Contract Work (FY 2027)	
Project	Estimated Amount
Miscellaneous Projects – Facilities	\$75,000
Miscellaneous Projects – Parks	\$25,000
Miscellaneous Projects – Water	\$10,000
Miscellaneous Projects – Wastewater	\$10,000
Miscellaneous Projects – Gas	\$5,000
Agreement Total: \$125,000	

This item authorizes an agreement with Shane Griffin Power & Electrical Services, LLC for electrical contractor services to be provided to the City on an as-needed basis for fiscal year 2027.

Origination: Project Management

Recommendation:

Staff recommends approving an agreement with Shane Griffin Power & Electrical, LLC for electrical contractor services for an amount not-to-exceed \$125,000.

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

FUNDING (IF APPLICABLE)

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

Yes: ☒ No: ☐

If yes, specify Account Number:

#100-153-6207

#100-157-6206

#600-613-6207

#600-614-6207

#600-615-6207

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

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

CITY OF TOMBALL SERVICES AGREEMENT

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

Description of Services: Electrical Contractor Services

This Agreement is made and entered into by the City of Tomball (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, Shane Griffin Power & Electrical Services, LLC (the “Company”), with an office at 19351 East Lake Drive, Magnolia, Texas 77355, City hereby engages the services of Company as an independent contractor for electrical services, upon the following terms and conditions.

1. SCOPE OF AGREEMENT

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

2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from October 1, 2026 through September 30, 2027, with Five (5) additional one year renewal options remaining. The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. *Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.*
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT

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

4. ASSIGNMENT

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

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed **\$125,000**.

6. MODIFICATION OF RATES

Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

7. IDEMNITY

7.1. DEFINITIONS

For the purpose of this section the following definitions apply:

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

7.2. Indemnity

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

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

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

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

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

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

8. INSURANCE

8.1. AMOUNTS OF INSURANCE

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

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

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

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

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

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

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

8.2. OTHER INSURANCE REQUIREMENTS

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

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

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

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

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

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

9. PAYMENT AND PERFORMANCE

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

10. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

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

11. COMPANY CERTIFICATIONS

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

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

12. NO WAIVER OF IMMUNITY

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

13. NOTICES

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

Notice to Company may be sent to the following address:

19351 East Lake Drive, Magnolia, TX 77355

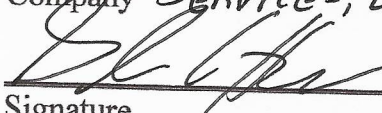
14. CONTRACT ADMINISTRATOR

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

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

AGREED to and ACCPETED this 12th day of August, 2026.

SHANE GRIFFIN POWER & ELECTRICAL
Company SERVICES, LLC


Signature

SHANE GRIFFIN
Print Name

OWNER
Title

AGREED to and ACCPETED this ____ day of _____, 2026.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Thomas Harris III
City Secretary

RFP 2026-12 – ELECTRICAL CONTRACTOR SERVICES

EXHIBIT A – SCOPE OF WORK

I. PURPOSE

The intent of this document is to provide interested Contractors with sufficient information to enable them to prepare and submit proposals for consideration by the City of Tomball to furnish all labor, materials, tools, equipment, and supervision for electrical services ("Electrical Services") for various City buildings and locations on an as needed basis to assist the City of Tomball with renovations, remodels and maintenance of existing facilities. All work shall be provided in a professional manner in accordance with all applicable laws, regulations and policies, including, but not limited to, all Federal, State and Local safety rules and regulations. The scope of services is to include but not limited to new installation and removal of equipment, and repairs.

II. SCOPE OF SERVICES

Electrical work may include, but not necessarily be limited to, repair, replacement, upgrade, new construction and alteration of existing electrical services, complete electrical systems, and other associated accessories and components. Scope of work will be but not limited to the following:

- a. Troubleshoots, repairs, installs and replaces building and equipment electrical and electronic systems and components
- b. Performs preventive maintenance utilizing multimeters and other specialty equipment to safely test, measure and then correct any observed deficiencies
- c. Generates material list and acquires materials for efficient work
- d. Keeps accurate records of materials used and maintains daily time reports to efficiently complete work and document details of the functions performed
- e. Performs electrical maintenance work accordance with established safety procedures
- f. Install new and repair existing electrical circuits
- g. Install and repair electrical fixtures of all types
- h. Replace and install electrical lighting, outdoor and indoor
- i. Install and replace metal and plastic conduits and associated pull boxes
- j. Install, repair and replace high / low voltage conductors
- k. Change, repair or install pad mounted transformers
- l. Install, repair or replace site building and pole lighting
- m. Interior electrical short repair
- n. Replace defective disconnects
- o. Emergency Call out

III. CITY HOURS AND OBSERVED HOLIDAYS

- a. Works Hours
 - i. Regular Hours: Monday through Friday, 7:00 a.m. – 5:00 p.m.
 1. Normally scheduled day hours. Paid for by the hour. Hourly rate shall include all items of cost, overhead, and profit. Work time on the job only.
- b. Weekend Hours: Saturday and Sunday, any hour, day or night

- i. Extra time beyond normal day work hours, needed to finish tasks in progress. Paid for by the hour. Hourly rate shall include all items of cost, overhead and profit. Work time on the job only.
- c. Holidays: any hour day or night per this listing:
 - i. New Year's Day (observed)
 - ii. Memorial Day
 - iii. 4th of July
 - iv. Labor Day
 - v. Veterans Day
 - vi. Thanksgiving Day
 - vii. Day After Thanksgiving
 - viii. Christmas Eve (observed)
 - ix. Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Holiday hours are extra time beyond normal day work hours, needed to finish tasks in progress. Paid for by the hour. Hourly rate shall include all items of cost, overhead and profit. Work time on the job only.

- d. Overtime Hours:
 - i. Monday through Friday, after regular hours.
 - ii. Extra time beyond normal day work hours, needed to finish tasks in progress. Paid for by the hour. Hourly rate shall include all items of cost, overhead and profit. Work time on the job only.
- e. Any Contractor desiring to respond to this RFP is required to do the following for Emergency Service:
 - i. The awarded Contractor must have a trained/qualified technician available 24 hours a day, 7 days a week, 365 days a year. Any responding technician must have the appropriate qualifications for the emergency and must report to the site with the necessary tools/equipment to effectively resolve the reported emergency issue within 30 minutes of the initial contact from City staff. (If the Contractor uses a third-party notification system, the responding technician is still responsible to be on site within the required 30 minutes.)

IV. SPECIFICATIONS

- a. Project Estimates
 - i. Contractor shall provide written "not to exceed" estimates on all projects except for emergencies. This estimate shall include the estimated number of hours, contract hourly rate, number and type of employees required, estimated material cost and project completion in number of days.
 - ii. Contractor shall respond to requests for estimates for nonemergency work within two (2) days and provide written estimates within five (5) days of first contact by the City. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates.
- b. Field Investigations
 - i. Review the existing materials, drawing reports, etc. prepared by City staff on the proposed project.

- ii. Review the proposed scope.
 - iii. Review the existing infrastructure in the facility.
 - iv. Locate, quote product and labor costs.
- c. Review material and Labor Options with City Staff
 - i. This phase will consist of review of quotes and materials options.
 - ii. This phase may also include detailed specifications and implementation schedule.
 - iii. Within 10 working days of the award of a project, the Contractor will submit to the City's project manager for approval, a work plan which includes the following.
 - iv. The Contractor's name and titles of personnel assigned to the project.
 - v. The project breakdown showing subprojects, cost and activities and tasks.
 - vi. The time-phased plan for completing the project.
- d. Non-emergency work shall only be performed with the City's written authorization by issuance of a Work Order from the Public Works Department. Actual work shall not exceed the Contractor's estimate without prior written authorization by the City.

V. WORK IN PROGRESS

- a. The Contractor will meet with selected representatives on a regular basis or as determined necessary by the Public Works Department Department staff/project manager to review progress and provide necessary guidance to the contractor in solving problems which may arise.
- b. Public Works Department project managers will meet as often as required with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance.
- c. The Contractor will, on a regular basis, submit brief written summaries of the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, real or anticipated problems and notification of any significant deviation from previously agreed upon work plans.
- d. All workmanship, materials, and equipment incorporated in the work must fully comply with Division 26 Electrical Technical – City of Tomball Specifications (Division 16 Pre-2004) "Exhibit C."
- e. It shall be the responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.
- f. The Contractor shall obtain the permission of a Public Works representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the schedule for that building. The City shall not accept responsibility for losses of material or equipment regardless of approval to store in any of the City's facilities or grounds.
- g. All work areas shall be kept in orderly condition, free of unnecessary material and equipment. All debris will be picked up and hauled away by the Contractor. No additional charge for hauling away debris shall be permitted under the contract.

VI. INVOICES

- a. Invoices will be required for verification of electrical materials.

- b. The Contractor's invoice shall clearly state actual hours worked at labor rates quoted, actual cost of materials, thereof, and a complete description of work performed, location, and date.
- c. Accompanying their invoices, Contractors must also include copies of their manufacturer's/Contractor's invoices for material used thereby providing verification of actual material costs and copies of all daily work orders listing each skill level of labor and their individual hours worked.
- d. Contractor shall not subcontract any portion of the electrical work required under this contract. All work must be performed by the Contractor's work forces.
- e. Materials incorporated into the work will be paid by the cost of materials multiplied by the contract mark-up.

VII. PROJECT ESTIMATES

- a. The contract price includes all items of cost including overhead and profit for preparing estimates for projects.

VIII. Equipment Rental

- a. Equipment that must be rented to complete the job (i.e., scissor lift). Paid for by the cost of materials multiplied by the contract mark-up

IX. Employees

- a. All employees of the Contractor shall be in a company uniform that clearly identifies the name of the company and the name of the employee. The uniforms shall be clean and neat in appearance. All employees working at City facilities will be required to obtain and display a visitor's pass from the Public Works Department.
- b. Contractors shall complete background checks and maintain an active policy on drugs and alcohol in the work place that supports a drug free environment and be prepared to submit such policy upon City request.
- c. Contractor's shall complete background checks and shall perform criminal background checks on all Assigned Employees prior to the assigned employee be eligible to perform duties for the City.
- d. Contractors shall follow all the most current EEOC guideline regarding the process for performing criminal background checks.
- e. Accordingly, Contractors shall exclude any possible Assigned Employee from working for the City based on job-related functions of the position and consistent with the City's business necessity.
- f. If any person employed on a project by the Contractor shall appear to the City to be incompetent or act in a disorderly or improper manner, such person shall be removed immediately on the request of the City, and shall not be re-employed on the same project except on written consent of the City.
- g. All work shall be performed according to the standards of the electrical code as adopted by the State of Texas and to the complete satisfaction of the City. The City will be responsible for any applicable fees associated with work requiring a local permit or inspection. The Contractor shall be responsible for advising the City when a permit or inspection is needed and will apply for and pick up permit. The contractor shall schedule any needed inspections.

- h. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not limited to OSHA, MOSHA, etc. Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used. All work being performed for and/or on City property shall fully conform to all local, state and federal safety regulations.

X. MINIMUM QUALIFICATIONS

- a. Commercial Experience:
 - i. The Contractor must have been in business at least 5 years.
- b. Company must have at least one Master Electrician Licensed in the State of Texas.
- c. Company must have at least four additional qualified electricians available to handle services at multiple City locations concurrently.
- d. Must provide list of number of employees and respective jobs titles and licenses.
- e. Licensed to do business in the State of Texas and provide a copy of Certification.

NOTE: The City of Tomball Staff selects brands/types of equipment/supplies.

Exhibit B - Cost Proposal
RFP: 2026-12: Electrical Contractor Services

Electrician Services Compensation Proposal

Description	Regular Time: Monday-Friday 8am-5pm	Overtime	Weekend	Holidays (as determined by State & Federal Govt)
Master Electrician	150	225	225	300
Journeyman Electrician	125	187.5	187.5	250
Apprentice Electrician	65	97.5	97.5	130
Laborer	40	60	60	80

Percentage Mark-up for Materials and Equipment	20% (percent)
Minimum Service Charge	\$145.00

Company Name:

Address: **(Corporate Headquarters):**

(Operations Office):

Telephone Number:

Telephone Number:

Name & Title:

Signature:

Date:

Shane Griffin Power & Electrical Services LLC (Griffin Power Services)

19351 East Lake Drive, Magnolia, Texas 77355

35407 Highway 249, Suite B, Pinehurst, TX 77362

Office: 832-521-3222

Cell Phone: 713-396-6960

Shane Griffin - Owner / President

7/28/2026

RFP for Electrical Contractor Services
Committee Scoring Summary

Committee	Griffin Power Services	Boyer Inc	Tron Electric, Inc
One	100	75	60
Two	100	85	60
Three	90	70	50
Average	97	77	57

City Council Meeting Agenda Item Data Sheet

Meeting Date: August 3, 2026

Topic:

Approve a Joint Participation Interlocal Agreement with Harris County for the donation and conveyance of land located at 1414 E. Hufsmith (Broussard Community Park) by a Lease Agreement for a term of 30 years for the purpose of constructing a future community center.

Background:

Staff has worked with Harris County to develop a Joint Participation Interlocal Agreement for the donation and conveyance of Broussard Community Park located at 1414 E. Hufsmith from the City of Tomball to Harris County by a Lease Agreement for a term of 30 years.

The land will be utilized by Harris County for the development and construction of a future community center to serve the surrounding community as well as certain drainage improvements within the park. The agreement outlines the terms and responsibilities of each party, including lease terms, intended use, adherence to regulations set forth by Texas Parks and Wildlife relating to the City's previous grant, and reversionary rights if the community center is not constructed within five years.

Staff recommends approving the Joint Participation Interlocal Agreement and authorizing the City Manager to execute the agreement and Lease Agreement, and any other necessary documents to complete the land donation and conveyance to Harris County.

Origination: Project Management

Recommendation:

Staff recommends approving the Joint Participation Interlocal Agreement and authorizing the City Manager to execute the agreement and Lease Agreement, and any other necessary documents to complete the land donation and conveyance to Harris County.

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

FUNDING (IF APPLICABLE)

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

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

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

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

JOINT PARTICIPATION INTERLOCAL AGREEMENT

This Joint Participation Interlocal Agreement (“Agreement”) is entered into by and between **Harris County** (“County”) and **City of Tomball** (“City”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001, *et seq.* County and City may each be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, it is of mutual benefit to both Parties to construct a new community center and parking improvements within Mathews Park, as well as certain drainage improvements in Broussard Park, (“Community Center Project”), as generally described in **Exhibit A** attached hereto and incorporated herein by reference;

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the construction of the Community Center Project; and

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

Section 1. Responsibilities of the Parties

A. County’s Responsibilities

- (i) County will design the Community Center Project plans, specifications, and estimates (“PS&E”) and send to the City for review. Should the City desire to make changes to such PS&E, the Parties agree to meet and resolve all issues within ten (10) business days of the City’s receipt of the PS&E in order to finalize an agreed upon PS&E for the Community Center Project. If the City does not provide a response on the Community Center Project PS&E provided by the County within ten (10) business days from its receipt of the same, then the Community Center Project PS&E submitted to the City by the County will be deemed approved.
- (ii) County agrees to provide funds not to exceed Eight Million and No/100 Dollars (\$8,000,000.00) toward the cost of the Community Center Project. Notwithstanding anything to the contrary set forth in this Agreement, if at any time during the planning or construction of the Community Center Project it is determined that costs shall exceed the above-stated amount, the Parties agree to adjust the size and/or scope of the Community Center Project to meet this amount. The Parties understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum amount that the County shall become liable to pay under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Eight Million and No/100 Dollars (\$8,000,000.00).

- (iii) The County shall be responsible for obtaining all necessary permits and jurisdictional approvals for construction of the Community Center Project.
- (iii) Upon approval of the PS&E, the County will advertise for and receive bids for construction of the Community Center Project, in a manner similar to that of other County projects.
- (iv) Upon receipt of bids for the construction of the Community Center Project the County shall determine the lowest and best bidder for the Community Center Project and provide the bids for the Community Center Project to the City with its recommendation for award of the construction contract to such lowest and best bidder, as determined by the Harris County Commissioners Court.
- (v) Upon award of a contract for construction for each of the Community Center Project, the County will:
 - (a) Manage and inspect the construction of the Community Center Project in a manner similar to that of other County construction projects; and
 - (b) Through its contractor, construct the Community Center Project in accordance with the PS&E approved by the City. The County may make minor changes in the PS&E through change(s) in contract ("CIC") that the County deems to be necessary or desirable during the construction of the Community Center Project, so long as the original scope and intent of the Community Center Project is maintained.
- (vi) Continue to assume responsibility for the ongoing maintenance and repairs of the Community Center Project upon completion. The County's responsibility will end in the event that this Agreement is terminated for any reason.
- (vii) The County shall comply with the provisions of the Texas Parks and Wildlife Local Park Grant Project Agreement by and between the City of Tomball, Texas and the Texas Parks and Wildlife Department dated September 18, 2015, a copy of which is attached hereto as **Exhibit B**.

B. City's Responsibilities

- (i) The City will donate and convey a leasehold interest to the County the property where the Broussard Park is located by Lease Agreement executed by and between the Parties for a term of Thirty (30) years for public park and drainage purposes. The form of Lease Agreement to be executed by the Parties and the above-described property lease therein (the "Lease Premises") are attached hereto as **Exhibit C** attached hereto and incorporated herein by reference. The City further agrees to

execute now and in the future any and all documents reasonably required by the County to complete this transaction.

- (ii) The City may not sell or change the use of all or any part of the Lease Premises without the prior written consent of the County.
- (iii) Should all or part of the Lease Premises be sold or its use changed by agreement of the parties prior to the end of the Term of the Lease, the County shall at its sole discretion, have the option to remove any and all structures or improvements placed on the property or at the County's option the County shall be compensated by the City in an amount equal to the then fair market value of the improvements so taken.
- (iv) This Agreement is subject to any and all prior agreements between the City and third parties. City shall provide County with a list of any third party agreements and/or deeds, conveyances, and source instruments affecting the Property or Lease Premises on or before this Agreement is approved by the governing bodies hereto. City agrees to assign all its right, title, and interest in and to any such third party agreements to the County, as applicable.

Section 2. Funding of the Project

The County agrees to provide an amount not to exceed Eight Million and 00/100 Dollars (\$8,000,000.00) toward the completion of the Community Center Project.

Section 3. Term and Termination

- A. This Agreement shall commence upon final execution by all the Parties (the "Effective Date") and shall remain in full force and effect until the completion of construction of the Project ("Term").
- B. This Agreement may be terminated by the County before award of the construction contract and at any time by mutual written consent of the Parties, or as otherwise provided under this Agreement.

Section 4. Limitation of Appropriation

- A. City understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the County is not currently appropriating any funds for the Project. County may appropriate funds to complete the Project, but such funds shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified available by the Harris County Auditor.
- B. City understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that failure of the Harris County Auditor to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.

Section 5. Miscellaneous

- A. **Non-Assignability.** The County and the City bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither the County nor the City shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party.
- B. **Notice.** Any notice required to be given under this Agreement (“Notice”) shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in an envelope with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or the City at the following addresses:

City: City of Tomball
501 James St.
Tomball, TX 77375
Attention: Drew Huffman
Email: dhuffman@tomballtx.gov

County: Harris County Office of the County Engineer
1111 Fannin Street, 11th Floor
Houston, Texas 77002
Attention: Interagency Agreement Coordinator

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days’ written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

- C. **Independent Parties.** It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the City for any purpose. Neither the City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

- D. No Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than the City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of the County with respect to any third party.
- E. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.
- F. No Personal Liability; No Waiver of Immunity.
- (1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
 - (2) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided for in the Texas Constitution and the laws of the State of Texas.
 - (3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.
- G. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
- H. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- I. Contract Construction.
- (1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
 - (2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

- (3) When terms are used in the singular or plural, the meaning shall apply to both.
- (4) When either the male or female gender is used, the meaning shall apply to both.
- J. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
- K. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.
- L. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.
- M. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- N. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- O. Warranty. By execution of this Agreement, the City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

[EXECUTION PAGE FOLLOWS]

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge

APPROVED AS TO FORM:

JONATHAN FOMBONNE
County Attorney

By: _____
Robert de los Reyes
Assistant County Attorney
CAO File No. 24GEN2087

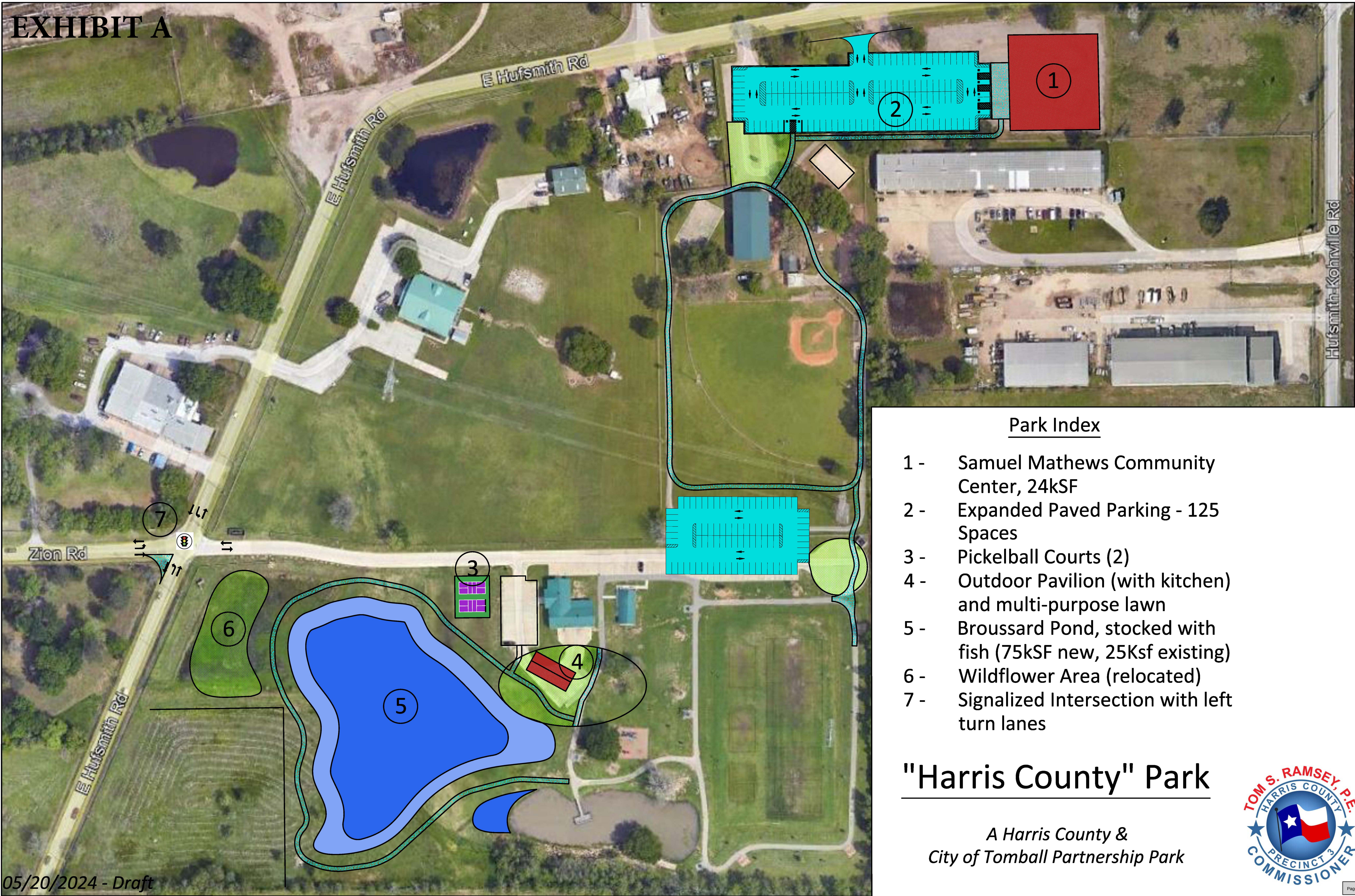
CITY OF TOMBALL

By: _____
David Esquivel
City Manager

ATTEST

By: _____
Secretary

EXHIBIT A



Park Index

- 1 - Samuel Mathews Community Center, 24kSF
- 2 - Expanded Paved Parking - 125 Spaces
- 3 - Pickelball Courts (2)
- 4 - Outdoor Pavilion (with kitchen) and multi-purpose lawn
- 5 - Broussard Pond, stocked with fish (75kSF new, 25Ksf existing)
- 6 - Wildflower Area (relocated)
- 7 - Signalized Intersection with left turn lanes

"Harris County" Park

A Harris County &
City of Tomball Partnership Park



EXHIBIT B	
Interlocal Agreement - City of Tomball - 2024	
Precinct 3	
Date 01.13.2025	
Description	Estimated Cost (Estimate Used In Agreement)
Harris County Portion [Not to exceed]	\$8,000,000.00
City of Tomball	\$0.00
Subtotal	\$8,000,000.00
Total Cost	\$8,000,000.00

**LEASE AGREEMENT BETWEEN
THE CITY OF TOMBALL AND HARRIS COUNTY**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Lease Agreement (“**Lease**”) is entered into by and between the **CITY OF TOMBALL** (“**City**” or “**Lessor**”), and **HARRIS COUNTY**, a body corporate and politic under the laws of the State of Texas (“**County**” or “**Lessee**”). Lessor and Lessee are each also referred to individually as a “**Party**” and collectively as the “**Parties**” herein.

RECITALS

WHEREAS, the City is owner of real property commonly known as Broussard Community Park located at 1414 E. Hufsmith Road, Tomball, Texas 77375, by virtue of that certain Special Warranty Deed to the City as Grantee therein, recorded at Harris County Official Public Record Instrument No. 20140478444 (the “**Property**”);

WHEREAS, the County is owner of adjacent real property commonly known as Matthews Park located at 1728 E. Hufsmith Road, Tomball, Texas 77375;

WHEREAS, it is of mutual benefit to both Parties for the County to construct a new community center within Matthews Park and to improve drainage for Matthews Park and Broussard Community Park (“**Community Center Project**”), as generally described in **Exhibit “A”** attached hereto and incorporated herein by reference; and

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the construction of the Community Center Project pursuant to the terms of that certain Joint Participation Interlocal Agreement executed between the Parties of even date with this Lease (“**Interlocal Agreement**”);

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

1. PREMISES

Subject to the terms of this Lease, Lessor agrees to lease the following described premises to Lessee:

A 14.3506 acre (625,112.89 square foot) tract of land being out of a called 16.637 acre tract of land, located in the John S. Smith Survey, Abstract Number 730, City of Tomball, Harris County, Texas, said 14.3506 acre tract being more particularly

depicted and described by metes and bounds on Exhibit "A" attached hereto and made a part hereof (the "Lease Premises").

2. TERM; RENEWAL

This Lease shall commence upon execution by both Parties, and continue for a term of thirty (30) years ("Primary Term"), unless sooner terminated in accordance with the provisions of this Lease and the Interlocal Agreement. This Lease shall automatically renew under the same terms and conditions for additional, successive terms of ten (10) years (each a "Renewal Term"), unless either Party opts to terminate renewal of the Lease by providing the other Party written notice of termination no later than ninety (90) days before the expiration of the Primary Term or any such Renewal Term.

3. PURPOSE & USE

Lessee agrees to use the Premises for the provision of services as set forth herein and in fulfillment of the terms and conditions of the Interlocal Agreement. It is the intent of the Parties that the County shall have any and all powers that are reasonable and necessary to develop and maintain the Lease Premises, including but not limited to the right to make improvements, issue, modify, and terminate licenses and concessions for the use of the Lease Premises and undertake any and all work and construction necessary to operate the Lease Premises for public park, recreational, and drainage purposes for the use and benefit of the citizens of the City and the County.

4. RENT

The Parties understand and agree that the substantial and principal consideration to the Lessor is Lessee's use of the Premises for the purposes set forth in the Interlocal Agreement, which is for the mutual benefit to both Parties for the construction and maintenance of the Community Center Project.

5. COUNTY RESPONSIBILITIES

During the term of this Lease, County will, at its own expense, perform or provide the following:

- A. Construct the Community Center Project in accordance with the terms of the Interlocal Agreement, including but not limited to:
 - i. Manage the design of the Community Center Project plans, specifications, and estimates ("PS&E") and timely send to the City for review;
 - ii. Obtain all necessary permits and jurisdictional approvals for construction of the Community Center Project;
 - iii. Advertise for and receive bids for construction of the Community Center Project, determine the lowest and best bidder, and provide the bids for the Community to the City with its recommendation for award, as determined by the Harris County Commissioners Court.
- B. Manage and inspect the construction of the Community Center Project in a manner similar to that of other County construction projects;

- C. Continue to assume responsibility for the ongoing maintenance and repairs of the Community Center Project and the Lease Premises upon completion of construction;
- D. The County may, but is not obligated to, contribute additional funds, labor, and/or materials and supplies for additional improvements and maintenance on and within the Lease Premises.
- E. The County shall keep and maintain the Lease Premises and all improvements thereon in the same manner as it maintains all other county operated parks and shall be responsible for:
 - i. Maintaining the Lease Premises in a safe, sanitary and good state of repair and condition;
 - ii. Keeping the grass, shrubs, and landscaped areas attractively mowed, trimmed, and edged; and
 - iii. Keeping the Lease Premises free of litter and other rubbish.
- F. Comply with the applicable provisions of the Texas Parks and Wildlife Local Park Grant Project Agreement by and between the City of Tomball, Texas and the Texas Parks and Wildlife Department dated September 18, 2015, a copy of which is attached hereto as **Exhibit "B"**.

6. CITY RESPONSIBILITIES

During the term of this Lease, the City will, at its own expense, perform the following:

- A. Timely review and respond to all communication and requests for approval from the County related to the construction and PS&E of the Community Center Project;
- B. The City further agrees to execute now and in the future any and all documents reasonably required by the County to complete the Community Center Project and facilitate construction and maintenance of the Lease Premises for the term of the Lease.
- C. Provide County with a list of any third party agreements and/or deeds, conveyances, and source instruments affecting the Property or Lease Premises on or before this Agreement is approved by the governing bodies hereto. City agrees to assign all its right, title, and interest in and to any such third party agreements to the County, as applicable.
- D. The City may, but is not obligated to, contribute additional funds, labor, and/or materials and supplies for the improvement, operation, and maintenance of the Community Center Project and Lease Premises. However, no changes, modification, alterations or improvements shall be made to the Lease Premises by the City without the prior written agreement of both Parties.
- E. Use any and all efforts to ensure and maintain the peaceful and quiet occupancy of the Lease Premises by County for the term of this Lease for the use and purposes as set forth in this Lease and in fulfillment of the Interlocal Agreement.

7. FIXTURES; IMPROVEMENTS

Should all or part of the Lease Premises be sold or its use changed by agreement of the parties prior to the end of the Term of the Lease, the County shall at its sole discretion, have the option to remove any and all structures or improvements placed on the Property of Lease Premises or at the County's option the County shall be compensated by the City in an amount equal to the then fair market value of the improvements so taken.

8. BREACH; DEFAULT

Lessor and Lessee agree that neither Party to this Lease will take any action or recourse against the other for any default in the performance of either Party's obligations, or any breach of this Lease by either Party, until thirty (30) days after the non-defaulting party has given written notice to the defaulting party that sets out in detail the type and nature of the default or breach, and the failure of the defaulting party to cure such default or breach within such thirty (30) day period. Should such default by the defaulting Party continue beyond the period to cure, the non-defaulting Party may then take any remedies available to it by law.

9. TERMINATION; SURRENDER

Either Party may terminate this Lease at any time, with or without cause, for any reason whatsoever, by giving sixty (60) days written notice to the other Party, subject to the terms of the Interlocal Agreement .

10. ASSIGNMENT

Neither party may assign its rights, responsibilities, or obligations under this Lease. However, if Lessor sells, conveys, or otherwise transfers ownership of the Premises, Lessor shall assign or cause to be assigned its rights and obligations under this Lease to the party acquiring ownership of the Premises at which time the new owner of the Premises shall become Lessor under this Lease.

11. CASUALTY; CONDEMNATION

In the event the Lease Premises is damaged by fire or other casualty, Lessee Party may terminate this Lease by providing written notice to Lessor as set forth herein. Any proceeds, payment or damages, settlements, awards, or other sums paid because of a casualty loss to the Lease Premises will be the sole property of Lessor with the exception of insurance proceeds related to Lessee's personal property or fixtures which shall be the sole property of Lessee. For purposes of this Lease, any condemnation of all or a part of the Premises is a casualty loss.

12. INDEMNIFICATION; INSURANCE

Lessee is self-insured in accordance with Title 5, Chapter 101 of the Texas Civil Practice and Remedies Code and Chapter 504 of the Texas Labor Code. Lessee will provide a letter of self-insurance upon Lessor's request. .

13. TEXAS PUBLIC INFORMATION ACT

The Parties expressly acknowledge that this Lease is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Lessor and Lessee understand and agree that either Party may receive a request under the Act and shall release any and all information necessary to comply with the Act without the prior written consent of the other. It is expressly understood and agreed that either Party to this Lease, its officers and employees may

request advice, decisions and opinions of the Attorney General of Texas (“Attorney General”) in regard to the application of the Act to party of the request and such requesting Party shall be able to rely upon the opinion of the Attorney General received by it.

14. NOTICE

Any notice and communications permitted or required to be given under this Lease shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in an envelope with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or the City at the following addresses:

City:	City of Tomball 501 James St. Tomball, TX 77375 Attention: Drew Huffman Email: dhuffman@tomballtx.gov
County:	Harris County Engineering Department 1111 Fannin Street, 11 th Floor Houston, Texas 77002 Attention: Interagency Agreement Coordinator
And To:	Harris County Precinct 3 1414 Wirt Road Houston, Texas 77055 Attention: Eric Heppen

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt. Each Party shall have the right to change its respective address by giving at least fifteen (15) days’ written notice of such change to the other Party. Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

15. MISCELLANEOUS

- A. Governing Laws.** This Lease shall be governed by the laws of the State of Texas. The exclusive venue for any cause of action or claim arising out of this Lease is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas. No Party agrees to binding arbitration, nor does any Party waive its right to a jury trial.
- B. Waiver.** Waiver by either Party of a breach or violation of any provision of this Lease is not a waiver of any subsequent breach.
- C. No Personal Liability; No Waiver of Immunity.** Nothing in this Lease is construed as creating any personal liability on the part of any officer, director, or employee of the Lessor, and the Parties expressly agree that the execution of this Lease does not create any personal liability on the part of any officer, director, employee, or agent of the Lessor. The Parties agree

that no provision of this Lease extends Lessor's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Lease nor any other conduct of either Party relating to this Lease shall be considered a waiver by the Lessor of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

- D. No Third Party Beneficiaries.** Neither Party is obligated or liable to any third party other than the Party hereto for the performance of this Lease. Nothing in the Lease is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- E. Independent Parties.** This Lease is not intended to create nor shall it constitute a partnership or joint venture between the Parties. Lessor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Lessor has no authority to bind or otherwise obligate the Lessee orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the Lessee and Lessor.
- F. Taxes and Charges.** Lessor is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under TEX. TAX CODE ANN. §151.309, as amended. In the event any real property taxes are assessed against Lessor's property as a result of Lessee's use or occupancy of the premises, Lessee will pay the same prior to delinquency. Lessee shall pay prior to delinquency all taxes assessed against the fixtures, furnishings and all other personal property of Lessee located on the Property, if any.
- G. Force Majeure.** Neither Party is required to perform any term, condition, or covenant of this Lease, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such Party and which by due diligence such Party is unable to prevent or overcome.
- H. Entire Agreement; Modification.** This Lease contains the entire agreement between the Parties relating to the rights granted and the obligations assumed. Any modification concerning this Lease has no force and effect unless in writing and executed by both Parties.
- I. Multiple Counterparts; Authority.** This Lease may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Lease.

[Remainder left blank. Signature pages to follow.]

This Lease Agreement is executed by and between the undersigned as of the dates as set forth below:

LESSEE:
CITY OF TOMBALL

By: _____
David Esquivel, City Manager

Date: _____

ATTEST:

By: _____
Secretary

LESSOR:
HARRIS COUNTY, a body corporate and
politic under the laws of the State of Texas

By: _____
Lina Hidalgo, County Judge

Date: _____

APPROVED AS TO FORM
Jonathan G. Fombonne
County Attorney

By _____
Justina Preston
Assistant County Attorney
CAO File No. 26RPD0082

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the County of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF A JOINT PARTICIPATION INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF TOMBALL TO CONSTRUCT A COMMUNITY CENTER IN MATHEWS PARK IN HARRIS COUNTY PRECINCT 3

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. Lesley Briones	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED THAT:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Joint Participation Interlocal Agreement between Harris County and City of Tomball to construct a community center in Mathews Park located in Precinct 3 for a cost not to exceed \$8,000,000.00.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 21, 2026

Topic:

Adopt On First And Final Reading, Ordinance No. 2026-42, An Ordinance Authorizing The Issuance Of The City Of Tomball, Texas, Combination Tax And Revenue Certificates Of Obligation, Series 2026; Levying A Tax In Payment Thereof; Setting Certain Parameters For The Sale Of The Certificates; And Enacting Other Provisions Relating Thereto.

Background:

In the Adopted Fiscal Year 2025-2026 and 2026-2027 Budget, the need for bond funding was identified to complete the infrastructure improvements currently under construction. These improvements include critical water and wastewater infrastructure projects. The bond issuance will provide \$33,000,000 in proceeds to use for project expenditures.

On July 20, 2026, City Council approved Resolution 2026-33 for the Notice of Intent to Issue Certificates of Obligation, Series 2026. Staff has worked with the City's financial advisor and bond council to complete the Preliminary Official Statement, Rating Agency call, and Due Diligence call. The debt will be scheduled for sale at an advantageous date and time of the City's choosing. Expectations are the sale will be held on a competitive basis in the coming days or weeks with funds being delivered in late October or early November.

Origination: Finance Department

Recommendation:

Adopt Ordinance No. 2026-42 on first and final 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 09.11.2026 **Approved by:** _____
Staff Member Date City Manager Date

ORDINANCE NO. 2026-42

AUTHORIZING THE
ISSUANCE OF

CITY OF TOMBALL, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2026

Adopted:

September 21, 2026

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ADOPT ON FIRST AND FINAL READING, ORDINANCE NO. 2026-42, AN
ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF
TOMBALL, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES
OF OBLIGATION, SERIES 2026; LEVYING A TAX IN PAYMENT
THEREOF; SETTING CERTAIN PARAMETERS FOR THE SALE OF THE
CERTIFICATES; AND ENACTING OTHER PROVISIONS RELATING
THERETO

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §
CITY OF TOMBALL §

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended (the “Act”), the City of Tomball, Texas (the “City”), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by a direct and continuing annual ad valorem tax levied, within the limits prescribed by law, against all taxable property within the City, in combination with a limited pledge of a subordinate lien on the Net Revenues (as defined herein) of the City’s water and sewer system (the “System”) in an amount not to exceed \$1,000 as authorized by the Act and Chapter 1502, Texas Government Code, as amended; and

WHEREAS, pursuant to a resolution heretofore passed by the City Council of the City (the “City Council”), notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City and posted on the City’s website in accordance with the laws of the State of Texas (the “State”), which notice provided that the principal amount of such certificates of obligation would not exceed \$33,000,000 and the proceeds would be used for the purposes set forth in Section 3.1 hereof; and

WHEREAS, the City Council has found and determined that the projects described in Section 3.1 of this Ordinance constitute “public works” as such term is defined in Section 271.043 (7-a) of the Texas Local Government Code, as amended, and such projects are eligible to be financed through the issuance of certificates of obligation; and

WHEREAS, the City Council hereby finds and determines that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, such notice provided that the City tentatively planned to consider the passage of an ordinance authorizing the certificates of obligation on September 21, 2026; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the City is a home-rule municipality that has adopted a charter under Article XI, Section 5 of the Texas Constitution; and

WHEREAS, the City has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore qualifies as an “Issuer” under Chapter 1371 of the Texas Government Code, as amended (“Chapter 1371”); and

WHEREAS, pursuant to Chapter 1371, the City desires to delegate the authority to effect the sale of the certificates of obligation to the Authorized Officer (hereinafter defined); and

WHEREAS, the meeting at which this Ordinance is being considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; now, therefore,

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.

Unless otherwise expressly provided in this Ordinance or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

“Act” means Subchapter C, Chapter 271, Texas Local Government Code, as amended.

“Authorized Officer” means the Mayor, the City Manager or the Finance Director of the City, who are authorized to act on behalf of the City in selling and delivering the Certificates, or such other officers of the City as designated in writing.

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Certificate” or “Certificates” means the City’s certificates of obligation entitled, “City of Tomball, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026” authorized to be issued by Section 3.1 of this Ordinance and such other series or subseries as may be designated in the Pricing Certificate.

“Chapter 1371” has the meaning assigned to such term in the recitals of this Ordinance.

“City” means the City of Tomball, Texas.

“City Council” means the City Council of the City.

“Closing Date” means the date of the initial delivery of and payment for the Certificates designated in the Pricing Certificate.

“Code” means the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Comptroller” means the Comptroller of Public Accounts of the State.

“Dated Date” means the date designated as the dated date of the Certificates in the Pricing Certificate.

“Debt Service Fund” means the debt service fund established by Section 2.2 of this Ordinance.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the initial certificate authorized by Section 3.4 of this Ordinance.

“Initial Purchaser” means, if the Certificates are sold pursuant to a competitive sale, the initial purchaser of the Certificates designated in the Pricing Certificate.

“Interest Payment Date” means the date or dates on which interest on the principal of the Certificates is scheduled to be paid, as designated in the Pricing Certificate .

“Maturity” means the date on which the principal of the Certificates becomes due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the revenues to be derived from the System, after the payment of all operation and maintenance expenses thereof.

“Notice of Sale” means, if the Certificates are sold pursuant to a competitive sale, the notice of sale in the form approved by the Authorized Officer and utilized in conjunction with the Preliminary Official Statement in the sale of the Certificates.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, N.A., or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Certificates.

“Pricing Certificate” means a certificate or certificates to be signed by the Authorized Officer in connection with the issuance of the Certificates under this Ordinance.

“Purchase Contract” means, if the Certificates are sold pursuant to a negotiated sale, the purchase contract or contracts between the City and the Underwriters relating to the sale of the Certificates.

“Record Date” means the last Business Day of the month next preceding an Interest Payment Date.

“Register” means the certificate register specified in Section 3.6(a) of this Ordinance.

“Regulations” means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representative” means, if the Certificates are sold pursuant to a negotiated sale, the representative of the Underwriters designated in the Purchase Contract.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“State” means the State of Texas.

“Stated Maturity” means the respective stated maturity dates of the Certificates specified in the Pricing Certificate.

“System” as used in this Ordinance means the City’s water and sewer system.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Certificates as the same becomes due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates for 90 days after the applicable payment or redemption date.

“Underwriters” means, if the Certificates are sold pursuant to a negotiated sale, the Underwriters of the Certificates named in the Purchase Contract.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and

words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

(e) The findings and determinations contained in the recitals of this Ordinance are incorporated herein for all purposes.

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Debt Service Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance and associated expenses.

(d) To pay principal and interest on the Certificates coming due prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 2.2. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Tomball, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026, Debt

Service Fund” (the “Debt Service Fund”) with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in, or required by this Ordinance to be deposited to, the Debt Service Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable and associated costs in accordance with their terms and this Ordinance.

Section 2.3. Pledge of Revenues.

The Net Revenues to be derived from the operation of the System in an amount not to exceed \$1,000 are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, that the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates. The revenues of the System available after the payment of all operation and maintenance expenses of the System, any debt service payable from gross revenues or Net Revenues of the System, if any, as well as other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations may be used for any lawful purpose of the City.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1. Authorization.

The Certificates are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, specifically the Act and Chapter 1371. The Certificates shall be issued in the total aggregate amount not to exceed \$33,000,000 for the costs associated with (i) the design, construction, and equipment of improvements to the City’s water and sewer system, including the south wastewater treatment plant and the east water plant; and (ii) the cost of professional services incurred in connection therewith.

Section 3.2. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the Dated Date and shall be issued in fully registered form, without coupons.

(b) The Certificates shall be issued in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of \$5,000 principal amount or any integral multiple

thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

(c) The Certificates shall mature on the dates and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(d) Interest shall accrue and be paid on each Certificate, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of (i) the Dated Date or the Closing Date, as provided in the Pricing Certificate, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.3. Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on each Certificate shall be paid by check dated as of the Interest Payment Date, and sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Certificate shall be paid to the Owner thereof at Maturity or upon prior redemption upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which

the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6, Texas Property Code.

Section 3.4. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until the Certificate of Paying Agent/Registrar, substantially in the form provided herein, has been duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have (i) attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his/her duly authorized agent, or (ii) be accompanied by such other form of registration certificate utilized by the Comptroller from time to time, executed manually or in electronic format by the Comptroller by his/her duly authorized agent, which certificate may be attached to the opinion of the Attorney General of the State, and either such certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of the Certificates designated in the Pricing Certificate, to be payable in stated installments to the Representative or its designee (if the Certificates are sold pursuant to a negotiated sale) or the Initial Purchaser or its designee (if the Certificates are sold pursuant to a competitive sale), to be executed by the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary, approved by the Attorney General of the State, and registered by the Comptroller, and accompanied by a certificate of registration manually or electronically signed by the Comptroller, will be delivered to the Representative or its designee (if the Certificates are sold pursuant to a negotiated

sale) or the Initial Purchaser or its designee (if the Certificates are sold pursuant to a competitive sale). Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates to DTC in accordance with Section 3.9 hereof. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 3.5. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof, for the purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest is to be paid to the person in whose name the Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.6. Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates transferred or exchanged in accordance with this Section. A new Certificate or Certificates will be delivered by the Paying Agent/Registrar, in lieu of the Certificate being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.7. Cancellation.

All Certificates paid or redeemed before Stated Maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of such cancelled Certificates in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.8. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.9. Book-Entry-Only System.

(a) Unless otherwise specified in the Pricing Certificate, the definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each maturity. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates

to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City’s obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Certificates shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.2. Optional Redemption.

The Certificates shall be subject to redemption at the option of the City at such times, in such amounts, in such manner and at such redemption prices as may be designated in the Pricing Certificate.

Section 4.3. Mandatory Sinking Fund Redemption.

(a) The Certificates designated as “Term Certificates” in the Pricing Certificate (“Term Certificates”), if any, are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.3 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.4. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to **Error! Reference source not found.** hereof, the City shall determine the maturity or maturities and the amounts thereof (or mandatory sinking fund redemption amount within a maturity with respect to Term Certificates, if any), to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.6 of this Ordinance, shall authenticate and deliver

an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.5. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and if less than all the Certificates outstanding are to be redeemed and subject to Section 4.4 hereof, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.2 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in whole or in part on or before the redemption date shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in whole or in part on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice having been so given and due provision for the payment of the same having been made, the Certificate called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificate or portion thereof shall cease to accrue.

Section 4.6. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.7. Effect of Redemption.

(a) When Certificates have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section 4.8. Lapse of Payment.

Money set aside for the redemption of the Certificates and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.3(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

(a) The Bank of New York Mellon Trust Company, N.A., is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

(b) The Paying Agent/Registrar shall keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and

registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit its inspection by any other entity.

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in this Ordinance.

(d) The form of Paying Agent/Registrar Agreement is hereby approved. The Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the Mayor or the Mayor Pro Tem and the City Clerk of the City, a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar.

Section 5.2. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.4. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days' written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Certificates.

Section 5.5. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage

prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

Section 5.7. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State (unless accompanied by such other form of registration certificate as then utilized by the Comptroller of Public Accounts of the State as described in Section 3.4(c) of this Ordinance), the Certificate of the Paying Agent/Registrar, the Assignment form, and the Statement of Insurance, if any, to appear on each of the Certificates, (i) shall be substantially in the form set forth in Exhibit A attached hereto with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures (CUSIP) of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates shall be typewritten, photocopied, printed lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

Section 6.2. Securities Identification Registration.

The City may secure identification numbers through CUSIP Global Services, or another entity that provides securities identification numbers for municipal securities, and may print such numbers on the face of the Certificates. It is expressly provided, however, that the presence or

absence of securities identification numbers on the Certificates or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor Bond Counsel to the City are to be held responsible for securities identification numbers incorrectly printed on the Certificates.

Section 6.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.4. Bond Insurance.

If a determination is made that the purchase of bond insurance would result in savings to the City, the Authorized Officer is hereby authorized to approve the purchase of and payment of the premium for bond insurance by the City and the terms or commitment for such insurance, if any. All officials and representatives of the City are authorized and directed to execute such documents and to do any and all things necessary or desirable to obtain such insurance. A statement relating to the bond insurance obtained for the Bonds, if any, may be printed on or attached to each Bond.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1. Sale of Certificates.

(a) The Certificates shall be sold to the Underwriters or the Initial Purchaser in accordance with the terms of this Ordinance. As authorized by Chapter 1371, the Authorized Officer is authorized to act on behalf of the City in selling and delivering the Certificates and in carrying out the other procedures specified in this Ordinance from time to time, including determining whether the Certificates will be sold pursuant to a negotiated or competitive sale, determining the price at which each of the Certificates will be sold, the number and designation of each series or subseries of Certificates to be issued, the form in which the Certificates shall be issued, the years and dates on which the Certificates will mature, the principal amount to mature in each of such years, the aggregate principal amount to be issued by the City, the rate of interest to be borne by each maturity of the Certificates, the Interest Payment Dates, the dates, prices and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the City and shall be subject to mandatory sinking fund redemption, the defeasance provisions, the selection of Underwriters if the Certificates are sold pursuant to a negotiated sale, and all other matters relating to the issuance, sale and delivery of the Certificates, all of which shall be specified in the Pricing Certificate; provided that the following conditions can be satisfied:

(i) the true interest costs for the Certificates shall not be greater than 6.000%, which amount is less than the maximum interest rate allowed under Section 1204.006, Texas Government Code, as amended;

(ii) the aggregate principal amount of the Certificates authorized to be issued for the purposes described in Section 3.1 shall not exceed the maximum aggregate principal amount described in Section 3.1;

(iii) no Certificate shall mature more than forty (40) years from the date of delivery thereof; and

(iv) the Pricing Certificate shall reflect the remaining authority under Section 3.1 that is being reserved for a subsequent issuance of Certificates under this Ordinance.

(b) If the Certificates are sold pursuant to a negotiated sale, the Authorized Officer is hereby authorized and directed to execute and deliver a Purchase Contract providing for the sale of the Certificates to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approved the final terms and provisions of the Purchase Contract in accordance to the terms of the Pricing Certificate and this Ordinance, which final terms are hereby determined to be the most advantageous reasonably attainable by the City, such approval and determination being evidenced by the execution of the Purchase Contract by the Authorized Officer. If the Certificates are sold pursuant to a competitive sale, the Authorized Officer is hereby authorized and directed to approve, in conformity with this Ordinance and the Notice of Sale, the terms, conditions and specifications for the sale of the Certificates, and further authorized to award the sale of the Certificates to the purchaser submitting a bid form conforming to the specifications set forth in the Notice of Sale that produces the lowest true interest cost to the City. All officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The Initial Certificate shall initially be registered in the name of the Representative (if the Certificates are sold pursuant to a negotiated sale) or the Initial Purchaser (if the Certificates are sold pursuant to a competitive sale) or such other entity as may be specified in the bid form.

(c) The authority granted to the Authorized Officer under Section 7.1(a) shall expire at 11:59 p.m. on a date 90 days from the date of this Ordinance, unless otherwise extended by the City by separate action. For purposes of clarity, if the award of sale is made within such 90-day period, the closing on the Certificates may take place after the expiration of such period.

(d) The Authorized Officer and all other officers of the City are authorized to take such actions, to obtain such consents or approvals and to execute such documents, agreements, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Certificates, pay the costs of issuance of the Certificates, and effectuate the terms and provisions of this Ordinance.

Section 7.2. Official Statement.

The City hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Contract (if the Certificates are sold pursuant to a negotiated sale) or the winning bid form (if the Certificates are sold pursuant to a competitive sale) and other relevant information. The use of such final Official Statement by the Underwriters or the Initial Purchaser, as applicable (in the form and with such appropriate variations as shall be approved by the Authorized Officer

and the Representative or Initial Purchaser, as applicable) is hereby approved and authorized, and if required, the proper officials of the City are authorized to sign such Official Statement. The proper officials of the City are authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

Section 7.3. Deposit of Proceeds.

Proceeds from the sale of the Certificates, together with other funds of the City, if any, shall, promptly upon receipt by the City, be applied as set out in the Pricing Certificate.

Section 7.4. Control and Delivery of Certificates.

(a) The Mayor or Mayor Pro Tem of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller, delivery of the Certificates shall be made to the Representative under and subject to the general supervision and direction of the Authorized Officer, or in his absence any officer of the City, against receipt by the City of all amounts due to the City under the terms of sale.

(c) All officers of the City are authorized to execute such documents, certificates and receipts and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem necessary to consummate the delivery of the Certificates. Further, in connection with the submission of the record of proceedings for the Certificates to the Attorney General of the State of Texas for examination and approval of such Certificates, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code, as amended (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Certificates or (ii) \$9,500, but in no case less than \$750).

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1. Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 8.2. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 8.3. Provisions Concerning Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Certificates to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Certificates.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes any Certificate to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Certificates are “registration-required bonds” under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the City has not been adopted for a particular project, this Ordinance serves as the City’s official declaration of intent to use proceeds of the Certificates issued in the maximum amount authorized by this Ordinance to reimburse itself for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

ARTICLE IX

DISCHARGE

Section 9.1. Discharge.

The Certificates may be defeased, discharged or refunded in any manner now or hereafter permitted by applicable law.

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports.

(a) The City shall provide annually to the MSRB, in an electronic format, accompanied by identifying information as prescribed by the MSRB (i) within six (6) months after the end of

each Fiscal Year of the City ending in and after 2026, financial information and operating data with respect to the City of the general type included in the Official Statement, being the information described in the Pricing Certificate, and including financial statements of the City, if audited financial statements of the City are then available, and (ii) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if they become available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in the notes to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 10.2. Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of the holders of the Certificates, if material;

- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.1, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written

guidance provided by the SEC or its staff with respect to the amendments to the Rule affected by the 2018 Release.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 10.1 of this Ordinance. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 10.3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any

amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the Underwriters or Initial Purchaser, as applicable, of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 10.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Changes to Ordinance.

Bond Counsel is hereby authorized to make any changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of the State.

Section 11.2. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11.3. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 11.4. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11.5. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient in order to consummate the delivery of the Certificates, pay the costs of issuance on the Certificates, and effectuate the terms and purposes of this Ordinance.

Section 11.6. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[Signature Page Follows]

FIRST AND FINAL READING:

**READ, PASSED AND APPROVED AS SET OUT BELOW AT THE
MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21st
DAY OF SEPTEMBER, 2026.**

COUNCILMAN MICHNA	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

City Secretary
City of Tomball, Texas

Mayor
City of Tomball, Texas

[SEAL]

EXHIBIT A

FORM OF THE CERTIFICATES

(a) Form of Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF HARRIS AND MONTGOMERY

CITY OF TOMBALL, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2026

<u>INTEREST RATE:</u> _____ %	<u>MATURITY DATE:</u> _____	<u>CLOSING DATE:</u> _____ ¹	<u>CUSIP NUMBER:</u> _____
----------------------------------	--------------------------------	--	-------------------------------

The City of Tomball (the “City”), in the Counties of Harris and Montgomery, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on _____² and _____³ of each year, commencing on _____⁴.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., or such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the

¹ Insert from Pricing Certificate.

² Insert from Pricing Certificate.

³ Insert from Pricing Certificate.

⁴ Insert from Pricing Certificate.

Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a "Business Day"), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is dated _____⁵, and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$ _____⁶ (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Certificate Ordinance") adopted by the City Council of the City and a pricing certificate executed pursuant to the Certificate Ordinance (the "Pricing Certificate" and together with the Certificate Ordinance, the "Ordinance") for the costs associated with (i) the design, construction, and equipment of improvements to the City's water and sewer system, including the south wastewater treatment plant and the east water plant; and (ii) the cost of professional services incurred in connection therewith.

The City has reserved the right to redeem the Certificates maturing on and after [_____, in whole or from time to time in part before their respective scheduled maturity dates, on _____]⁷, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities (or mandatory sinking fund redemption amount within a maturity with respect to Term Certificates) and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

⁵ Insert from Pricing Certificate.

⁶ Insert from Pricing Certificate.

⁷ Insert from Pricing Certificate.

[Certificates maturing on _____⁸ (the “Term Certificates”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>\$ _____⁹ Term Certificates Maturing _____¹⁰</u>	
<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
_____ ¹¹	\$ _____ ¹²
_____ ¹³ (maturity)	\$ _____ ¹⁴

The Paying Agent/Registrar will select for redemption by lot, or by any other customary method that results in a random selection, the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]¹⁵

Not less than 30 days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Certificates to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

The City reserves the right to give notice of its election or direction to redeem Certificates pursuant to an optional redemption conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of

⁸ Insert from Pricing Certificate.

⁹ Insert from Pricing Certificate.

¹⁰ Insert from Pricing Certificate.

¹¹ Insert from Pricing Certificate.

¹² Insert from Pricing Certificate.

¹³ Insert from Pricing Certificate.

¹⁴ Insert from Pricing Certificate.

¹⁵ Delete if Term Certificates are not issued.

any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates that are subject to conditional redemption and such redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the revenues to be derived from the operation of the City's water and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), are pledged to the payment of the principal of and interest on the Certificates in an amount not to exceed \$1,000; provided, however, that such pledge is junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net

Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Net Revenues securing the Certificates.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor or Mayor Pro Tem of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

City Secretary
City of Tomball, Texas

Mayor [Pro Tem]¹⁶
City of Tomball, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

(i) If an alternate form of registration certificate is utilized by the Comptroller as described in Section 3.4(c) of this Ordinance, such form may be substituted for this Form Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

¹⁶ Delete if the Mayor executes the Initial Certificate.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee): _____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) Form of Statement of Insurance.

[Add Statement of Insurance if Initial Purchaser or Underwriters require insurance.]

(f) The Initial Certificate shall be in the form set forth in paragraphs (a), (b), (d) and (e) (if applicable) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the expression “As Shown Below” and “CUSIP NUMBER _____” deleted; and

(ii) in the first paragraph of the Certificate, the words “on the Maturity Date specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:”

(Information to be inserted from schedule in Section 3.2 of the Ordinance)

the Initial Certificate shall be numbered I-1

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §

I, the undersigned officer of the City Council of the City of Tomball, Texas, hereby certify as follows:

1. The City Council of the City of Tomball, Texas, convened in a regular meeting on September 21, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Lori Klein Quinn	Mayor
Paul Garcia	Mayor Pro Tem and Councilman, Position 2
Shelley Michna	Councilman, Position 1
Dane Dunagin	Councilman, Position 3
Lisa A. Covington	Councilman, Position 4
Randy Parr	Councilman, Position 5

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. 2026-42

ADOPT ON FIRST AND FINAL READING, ORDINANCE NO. 2026-42, AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF TOMBALL, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026; LEVYING A TAX IN PAYMENT THEREOF; SETTING CERTAIN PARAMETERS FOR THE SALE OF THE CERTIFICATES; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

Member(s) shown present voted “Aye.”

Member(s) shown present voted “No.”

Member(s) shown present abstained from voting.

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this 21st day of September, 2026.

[SEAL]

City Secretary
City of Tomball, Texas

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 21, 2026

Topic:

Approve the recommendation of award to BlackRock Construction, the lowest responsible bidder, for the construction of Phase II of the FM 2920 Lift Station Consolidation Project (Project No. 2019-10008), Bid No. 2026-13.

Background:

The FM 2920 lift station project is part of the City's effort to expand the capacity of the wastewater collection system on the southwest side of the City. The existing FM 2920 lift station does not have the capacity for future development needs and therefore, alternatives to expand the lift station and force main were evaluated against the possibility of consolidating the lift station and flowing by gravity exclusively. After evaluation it was determined the best option was to consolidate the lift station and flow by gravity from FM 2920 to SH 249 along the identified route requiring easement acquisition.

Staff entered into a professional services agreement with Freese & Nichols in November 2022 to complete the design of the project. The project was divided into two phases:

- Phase I: 7,080 linear feet of 30-inch sanitary sewer line beginning at the existing sanitary sewer near SH 249
- Phase II: 8,040 linear feet of 24-inch sanitary sewer line connecting to the 30-inch sanitary line and extending to FM 2920 and decommissioning of the existing lift station

To obtain the most favorable pricing and in accordance with the City's Procurement Policy, sealed bids were solicited for the construction of Phase II, with information available online through CivCast or in person at the Freese & Nichols, Inc. office. A total of five (5) bids were submitted. Following review of the bids received, BlackRock Construction was determined to be the lowest responsible bidder. Staff recommends that City Council approve the recommendation of award to BlackRock Construction for Phase II of the project. Below is a breakdown of the current funding allocated for the project.

FM 2920 Lift Station Consolidation		
Budget Breakdown		
Element	Contract Amount Award	Contract Amount Remaining
Land Acquisition	\$550,379	\$0
Engineering	\$2,412,788.57	\$884,665.97
Construction – Phase I	\$5,609,040.41	\$281,464.38
Construction – Phase II	\$8,859,655*	PENDING AWARD
Remaining Budget: \$9,277,543.92		

*Total construction amount pending final Council award

Origination: Project Management

Recommendation:

Staff recommends approval of the recommendation of award to BlackRock Construction, the lowest responsible bidder, for construction of Phase II of the FM 2920 Lift Station Consolidation Project.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: If yes, specify Account Number: #400-614-6409

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

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

APPARENT LOW BIDDERS

FM2920 Lift Station Consolidation Phase 2 - 36" and 24" Sanitary Sewer (CSP) 2026-13

Bid Summary	
Engineers Estimate	Not Available
Total Bids	5
AMLT \$	\$8,047,254.90
AMLT %	94.94%
Average Bid	\$15,725,080.00
Project Owner	City of Tomball

Rank	Bidder	BASE BID	ALLOWANCES	EXTRA WORK ITEMS	ALTERNATE BID NO. 1	ALTERNATE BID NO. 2
1	BlackRock Construction Submitted: 8/26/2026 1:10:37 PM	\$8,476,055.00	\$325,000.00	\$46,000.00	\$51,000.00	-\$38,400.00
2	MC2 Civil, LLC Submitted: 8/26/2026 1:03:28 PM	\$16,523,309.90	\$325,000.00	\$15,500.00	\$10,000.00	-\$50,000.00
3	UWS Submitted: 8/26/2026 1:15:42 PM	\$16,772,915.00	\$325,000.00	\$172,000.00	\$20,000.00	\$86,000.00
4	Pate Garver, L.P. Submitted: 8/26/2026 1:39:07 PM	\$17,873,027.10	\$325,000.00	\$12,500.00	\$82,760.00	\$6,680.00
5	E.P. Brady, LTD. Submitted: 8/26/2026 1:57:29 PM	\$18,980,093.00	\$325,000.00	\$13,000.00	\$11,000.00	-\$2,000.00

Bids Opened: 8/26/2026 2:01:48 PM

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 21, 2026

Topic:

Approve Proposed Change to the City Policy related to Insurance Coverage for Retirees

Background:

The City pays a portion of the premium for medical and dental coverage for certain retirees that were hired prior to October 1, 2014 based on years of service. The proposed policy would amend this date to October 1, 2020 to increase the employee eligibility pool and enhance retention efforts for experienced employee groups.

Origination: Kristie Lewis, HR Director

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: #100-115-6304

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

Signed	_____	Approved by	_____
	Staff Member		City Manager
	Date		Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 21, 2026

Topic:

Conduct a public hearing and consideration to approve **Zoning Case Z26-05**: Request by Joe E. Evans, Abigail L. Bailey, and Janae E. Evans to consider a zone change from Agricultural (AG) to Commercial (C) on an approximately 0.86 acre portion of Tract 5D, one tract containing approximately 2.96 acres of land, situated in the C Goodrich Survey, Abstract 311, located west of the northwest intersection of FM 2920 and Park Road (15226 FM 2920). The applicant is requesting to match the zoning of the rest of their property.

Adopt, on First Reading, Ordinance No. 2026-17, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 2.96 acres of land legally described as being one tract of land, situated in the C Goodrich Survey, Abstract 311 from Agricultural (AG) to Commercial (C). The property is located west of the northwest intersection of FM 2920 and Park Road (15226 FM 2920). The applicant is requesting to match the zoning of the rest of their property; 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:

Origination: Joe E. Evans, Abigail L. Bailey, and Janae E. Evans

Recommendation:

Party(ies) responsible for placing this item on agenda: Caleb Mittanck (City Planner)

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. 2026-17

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 0.86 ACRES OF LAND LEGALLY DESCRIBED AS BEING A PORTION OF ONE TRACT OF LAND, SITUATED IN THE C GOODRICH SURVEY, ABSTRACT 311 FROM THE AGRICULTURAL (AG) ZONING DISTRICT TO THE COMMERCIAL (C) ZONING DISTRICT. THE PROPERTY IS LOCATED AT 15226 FM 2920, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Joe E. Evans, Abigail L. Bailey, and Janae E. Evans, have requested to amend the Tomball Code of Ordinances, by rezoning an approximately 0.86 acre portion of Tract 5D, one tract containing approximately 2.96 acres of land, situated in the C Goodrich Survey, Abstract 311 from the Agricultural (AG) zoning district to the Commercial (C) zoning district; and

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

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

Whereas, the City Council deems it appropriate to grant a rezoning to the Commercial (C) 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 of this Ordinance or the application of the same to any person or circumstance shall for any reason be

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

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2026.

COUNCILMAN MICHNA	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2026.

COUNCILMAN MICHNA	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

LORI KLEIN QUINN, Mayor

ATTEST:

Thomas Harris III
City Secretary

Exhibit “A”

Location: 15226 FM 2920, within the City of Tomball, Harris County, Texas.



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
SEPTEMBER 14, 2026
&
CITY COUNCIL
SEPTEMBER 21, 2026**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, September 14, 2026, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, September 21, 2026, 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 Z26-05: Request by Joe E. Evans, Abigail L. Bailey, and Janae E. Evans to consider a zone change from Agricultural (AG) to Commercial (C) on an approximately 0.86 acre portion of Tract 5D, one tract containing approximately 2.96 acres of land, situated in the C Goodrich Survey, Abstract 311, located west of the northwest intersection of FM 2920 and Park Road (15226 FM 2920). The applicant is requesting to match the zoning of the rest of their property.

Zoning Case Z26-08: Request by Wendy Kaiser to consider a zone change from Single-Family Residential (SF-20) to Old Town (OT) on Lot 22S of the Baker Unrecorded Plat, one lot containing approximately 0.29 acres of land, situated in the J House Survey, Abstract 34, located at the northwest intersection of Hicks Street and Baker Drive (304 Baker Drive). The applicant is requesting to utilize the property for residential or office use.

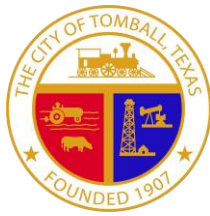
Zoning Case Z26-09: Request by Jacqueline Marshall to consider a zone change from Agricultural (AG) to Multifamily Residential (MF-2) on Tract 163 & 167 of Tomball Outlots; one tract containing approximately 5.21 acres of land located west of the northwest intersection of South Cherry Street and Medical Complex Drive. The applicant is requesting to develop the property with an assisted living facility.

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

I hereby certify that the above notice of the meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 8th day of September 2026 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

Caleb Mittanck
Caleb Mittanck
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 Z26-05

8/24/2026

The Planning & Zoning Commission will hold a public hearing on **September 14, 2026 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 Joe E. Evans, Abigail L. Bailey, and Janae E. Evans to consider a zone change from Agricultural (AG) to Commercial (C) on an approximately 0.86 acre portion of Tract 5D, one tract containing approximately 2.96 acres of land, situated in the C Goodrich Survey, Abstract 311, located west of the northwest intersection of FM 2920 and Park Road (15226 FM 2920). The applicant is requesting to match the zoning of the rest of their property.

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

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning**. The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **September 21, 2026 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact the Planning Division, by telephone (281-290-1491) or by email address planning@tomballtx.gov.

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.

CASE #: Z26-05

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

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

Name:
Parcel I.D.:
Address:

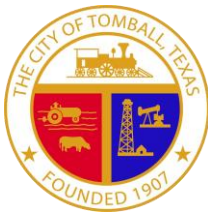
Email: planning@tomballtx.gov

I am in favor ☐

I am opposed ☐

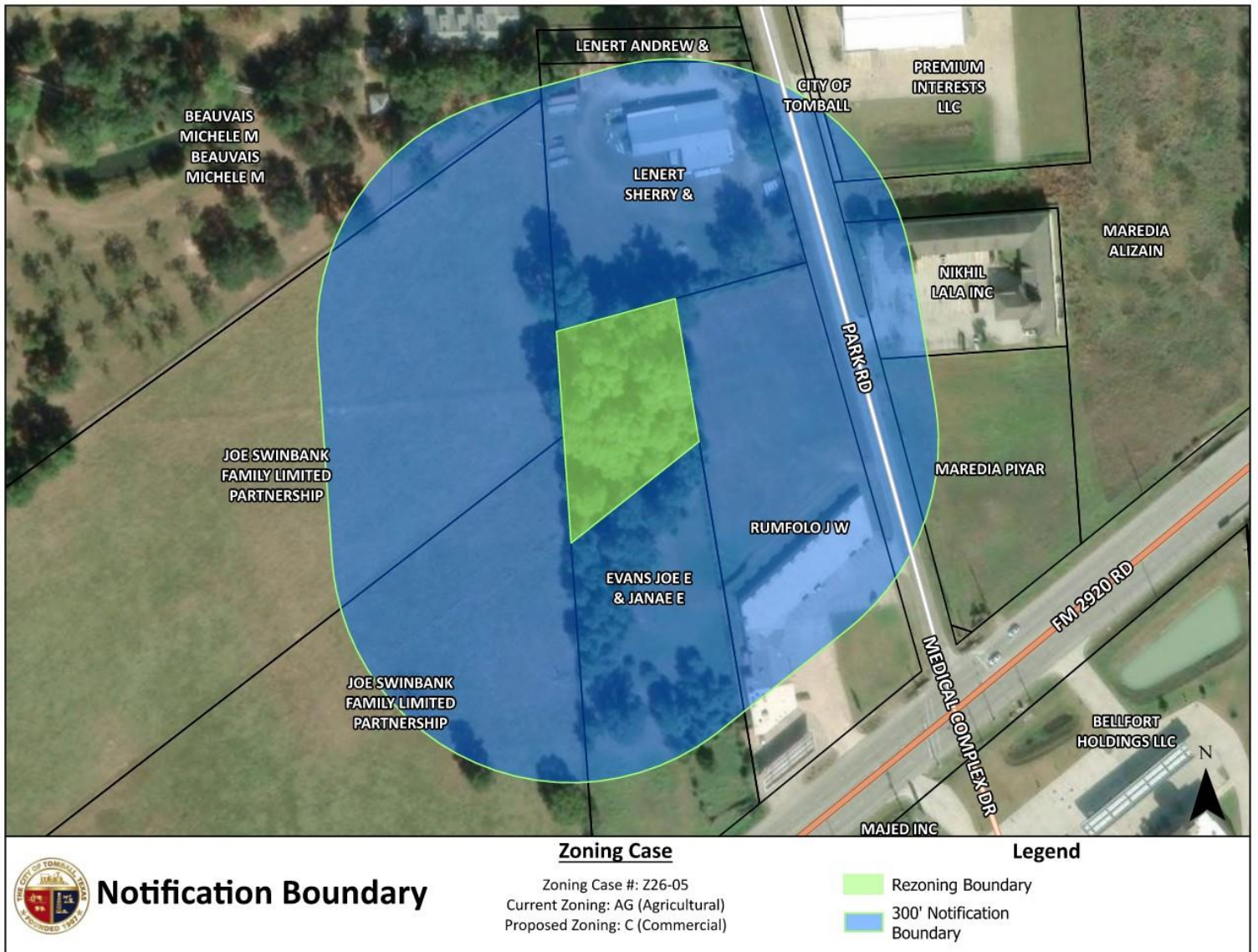
Additional Comments:

Signature: _____



City of Tomball
Community Development Department

Z26-05





Community Development
Department

**Rezoning
Staff Report**

Planning & Zoning Commission Public Hearing Date: September 14, 2026
City Council Public Hearing Date: September 21, 2026

Rezoning Case: Z26-05

Property Owner(s): Joe E. Evans, Abigail L. Bailey, and Janae E. Evans

Applicant(s): Hyperion Partners of Texas, Inc.

Legal Description: Request by Joe E. Evans, Abigail L. Bailey, and Janae E. Evans to consider a zone change from Agricultural (AG) to Commercial (C) on an approximately 0.86 acre portion of Tract 5D, one tract containing approximately 2.96 acres of land, situated in the C Goodrich Survey, Abstract 311

Location: West of the northwest intersection of FM 2920 and Park Road (15226 FM 2920) (Exhibit "A")

Area: 0.86 acres

Comp Plan Designation: Corridor Commercial (Exhibit "B")

Present Zoning: Agricultural (AG) (Exhibit "C")

Request: Rezone into the Commercial (C) District

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	ETJ Property	Industrial business
South	Commercial (C)	Undeveloped land
East	Commercial (C)	Gas station and retail center
West	Commercial (C)	Undeveloped land

BACKGROUND

The subject property is presently undeveloped and within the City of Tomball's Extra Territorial Jurisdiction (ETJ). The applicant is requesting complete annexation into the City of Tomball and the simultaneous rezoning of the property to allow for the development of a multifamily building.

ANALYSIS

Comprehensive Plan Analysis: The property is designated as “Corridor Commercial” by the Comprehensive Plan’s Future Land Use Map. The Corridor Commercial designation is intended for nonresidential uses along high-traffic thoroughfares. Appropriate land uses include but are not limited to retail, hotels, restaurants, personal services, and offices. Development within the Corridor Commercial designation should have primary access to an arterial street and provide mobility enhancements for pedestrians.

Staff Review Comments: This request for the Commercial zoning designation is intended to bring the entire property under the same zoning. This request is in line with the Corridor Commercial Future Land Use Plan. Additionally, the subject property will have access onto FM 2920 which is an existing major arterial roadway and is designed to accommodate traffic associated with developments of this nature.

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 24, 2026. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

EXHIBITS

- A. Aerial Location Map
- B. Future Land Use Plan
- C. Zoning Map
- D. Site Photos
- E. Rezoning Application
- F. Development Standards and Concept Plan

Exhibit "A"
Aerial Location Map



Location

Zoning Case

Zoning Case #: Z26-05
Current Zoning: AG (Agricultural)
Proposed Zoning: C (Commercial)

Legend

 Rezoning Boundary

Exhibit "B"
Future Land Use Plan

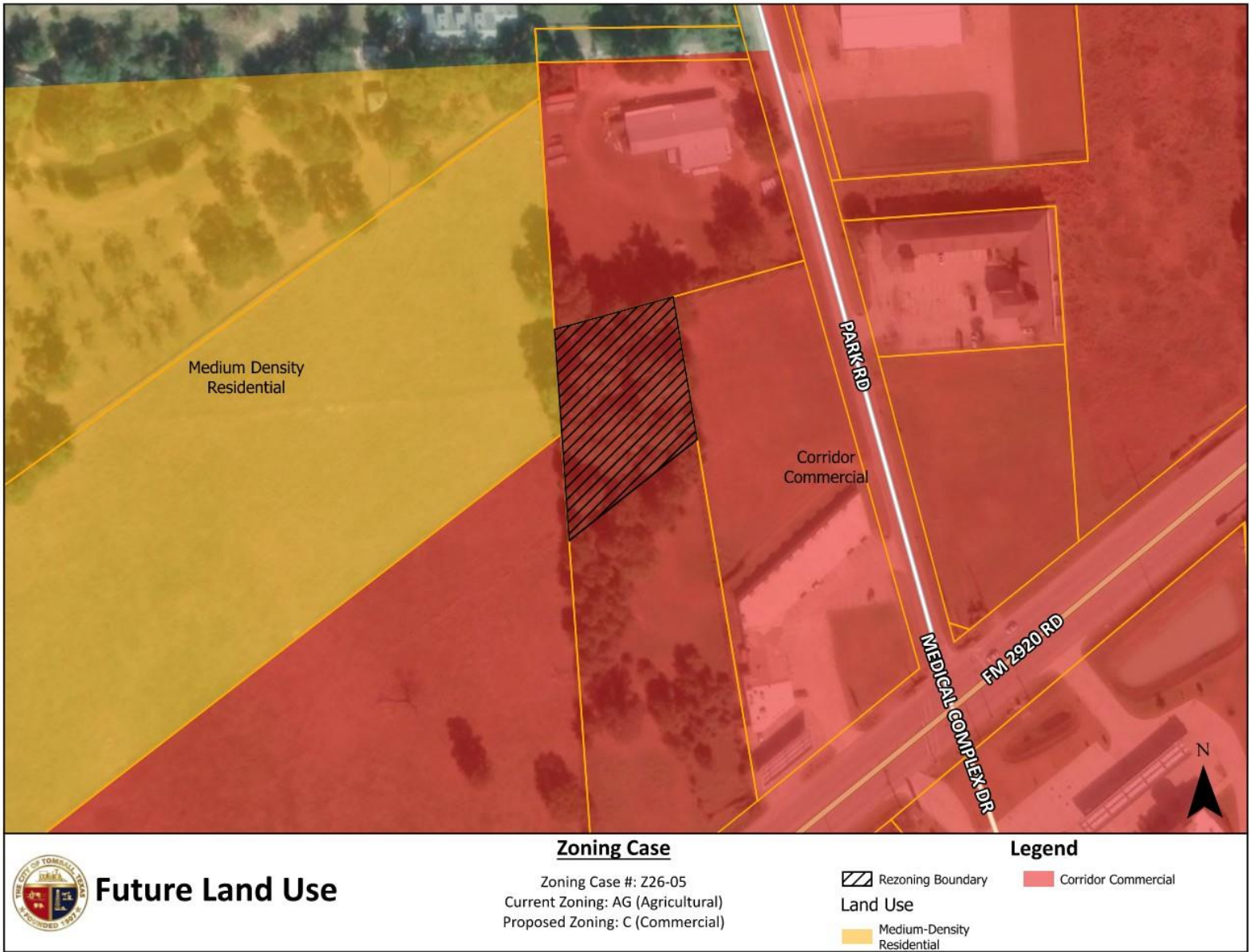


Exhibit "C"
Zoning Map



Zoning

Zoning Case

Zoning Case #: Z26-05
Current Zoning: AG (Agricultural)
Proposed Zoning: C (Commercial)

Legend

Rezoning Boundary

Zoning

C (Commercial)

**Exhibit “D”
Site Photo(s)**

Subject Property (North)



Neighbor (South)



Neighbor (East)



Neighbor (West)



**Exhibit “E”
Rezoning Application**

Produced By: Hyperion Partners of Texas, Inc.

PLANNED DEVELOPMENT REZONING REQUEST SUMMARY / JUSTIFICATION STATEMENT

15226 FM 2920 • Tomball, Texas

INTRODUCTION

The applicant respectfully requests approval of a Planned Development (“PD”) rezoning for approximately 3.015 acres located at 15226 FM 2920, Tomball, Texas (the “Property”). The purpose of the request is to allow development of a boutique-style, garden-style, three-story walk-up multifamily residential community containing a maximum of forty-eight (48) dwelling units, together with associated parking, internal drives, open space, drainage, utility infrastructure, and resident amenities.

This request is being submitted in conjunction with annexation of the Property into the City of Tomball and is intended to establish a site-specific zoning framework tailored to the tract’s size, location, utility conditions, and frontage along the FM 2920 corridor.

The applicant has prepared a Planned Development Standards Narrative addressing land use, density, setbacks, parking, architecture, landscaping, buffering, lighting, pedestrian circulation, amenities, and related development standards for the tract.

1. PURPOSE OF THE PLANNED DEVELOPMENT REQUEST

The requested Planned Development zoning is appropriate because the Property presents site-specific conditions that make a conventional one-size-fits-all zoning classification less suitable than a tailored Planned Development approach.

The proposed Planned Development allows the City to review and approve a clearly defined residential development concept with objective standards governing the character, intensity, appearance, and design of the proposed project.

The proposed PD will:

- establish a defined maximum unit count and development envelope for the Property;
- define setbacks, parking standards, architecture, landscaping, and site design expectations;
- provide enhanced architectural and landscape commitments along FM 2920;
- establish a predictable framework for site planning, engineering, and utility coordination;
- and
- allow the City to evaluate the project as a cohesive and controlled development concept rather than through generalized zoning standards alone.

2. PROPOSED DEVELOPMENT PROGRAM

The proposed development consists of a boutique-style multifamily residential community with the following principal characteristics:

- Tract Size: Approximately 3.015 acres
- Maximum Units: 50 dwelling units
- Building Form: Three-story walk-up garden-style multifamily
- Parking: Minimum two (2) parking spaces per dwelling unit
- Amenities: Dog park, grilling areas, landscaped gathering spaces, pedestrian walkways, and resident open space
- Architectural Character: Enhanced corridor-oriented architecture with upgraded façade articulation, varied materials, enhanced landscaping, and pedestrian-oriented design features

The applicant believes this development program provides an efficient and appropriate residential use of the Property while also incorporating commitments that improve the visual quality of the FM 2920 corridor and support compatibility with surrounding development.

3. JUSTIFICATION FOR THE REQUESTED DEVELOPMENT STANDARDS

The proposed Planned Development reflects the applicant's intention to develop the site as a lower-intensity, professionally designed residential community emphasizing architectural quality, corridor compatibility, landscaping, buffering, and long-term development character rather than maximizing density.

The proposed development intentionally reduces overall density from prior conceptual iterations in order to:

- improve parking functionality;
- enhance open space opportunities;
- improve internal circulation;
- strengthen architectural presentation along FM 2920;
- provide enhanced landscaping and buffering; and
- create a more compatible and upscale residential development environment.

The applicant believes the proposed Planned Development standards create a more thoughtful and controlled development framework than a conventional zoning request because they commit the Property to a clearly defined residential character and development pattern.

4. COMPATIBILITY WITH THE FM 2920 CORRIDOR

The Property fronts FM 2920, a major corridor that continues to evolve with a mix of commercial, service, and residential development patterns.

The applicant believes a high-quality multifamily residential project can be an appropriate use along the corridor when supported by enhanced architecture, landscaping, buffering, and controlled site planning standards.

The proposed Planned Development is intended to promote compatibility by:

- establishing a coordinated architectural character;
- incorporating enhanced landscaping and frontage improvements;
- emphasizing pedestrian-oriented site planning and building articulation;
- organizing parking and circulation in a cohesive manner;
- screening service functions from public view; and
- limiting the Property to multifamily residential and related accessory uses only.

Rather than creating an undefined development entitlement, the requested PD provides the City with a clear framework to evaluate how the project will function and appear along the corridor.

5. UTILITIES, ENGINEERING, AND SITE CONSTRAINTS

The applicant recognizes that final development of the Property will require continued coordination regarding annexation, utility service, drainage design, site access, and engineering matters.

The Planned Development format is appropriate because it allows the City to evaluate the intended development concept while preserving flexibility necessary for final engineering, utility design, drainage design, fire access review, and permitting requirements.

The PD standards establish the overall development parameters while allowing reasonable refinement of utility alignments, drainage facilities, internal circulation, detention design, parking configuration, and amenity placement during final engineering and permitting review.

6. PUBLIC BENEFIT AND DEVELOPMENT QUALITY

The proposed rezoning is expected to provide multiple corridor-level and community benefits, including:

- introduction of a professionally planned residential use on an undeveloped tract;
- enhancement of the FM 2920 corridor through architecture, landscaping, buffering, and frontage improvements;
- provision of additional housing opportunities in proximity to major transportation routes and services;
- extension of municipal oversight and development standards through annexation and zoning; and
- establishment of an enforceable development framework through the Planned

Development standards.

The applicant believes the proposed Planned Development represents a more thoughtful and controlled approach than a generic zoning request because it commits the project to a defined architectural character, controlled density, enhanced landscaping, and corridor-compatible development pattern.



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: Hyperion Partners of Texas, Inc. (Jason Nicholson) Title: President
Mailing Address: 12815 S Palomino Lake Cir City: Cypress State: TX
Zip: 77429 Contact: Jason Nicholson
Phone: (315) 240-6413 Email: jason@hyperionoftexas.com

Owner

Name: Joe E. Evans Abigail L. Bailey Janae E. Evans Title: Owner
Mailing Address: 11777 Katy Fwy STE 320 South City: Katy State: TX
Zip: 77079 Contact: Joe Evans
Phone: (713) 822-2633 Email: joe@evtex.com

Engineer/Surveyor (if applicable)

Name: Jason R. Atkinson Title: President
Mailing Address: 800 Town and Country Blvd City: Houston State: TX
Zip: 77024 Contact: Jason R. Atkinson
Phone: (281) 543-1138 Fax: () Email: jatkinson@greywolfengineers.com

Description of Proposed Project: Rezoning current property for MF-2 use.

Physical Location of Property: 15226 FM 2920, Tomball, TX 77377

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

Legal Description of Property: R114783 Tract 5D, Abstract 311, C. Goodrich Survey

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (C): Commercial



Revised: 08/25/2023

Current Use of Property: Commercial

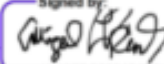
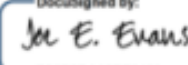
Proposed Zoning District: (PD): Planned Development

Proposed Use of Property: 50 unit MF complex

HCAD Identification Number: R114783 Acreage: 3

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.

Jason Nicholson X	Digitally signed by Jason Nicholson Date: 2026.02.14 16:03:03 -06'00'	2/14/26
Signature of Applicant		Date
Signed by:  X 1809FBC337128F8...		3/10/2026
Signature of Owner		Date
DocuSigned by:  7C882DAA6DF0480...		3/10/2026
DocuSigned by:  A53121DA9513438...		3/10/2026

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 21, 2026

Topic:

Conduct a public hearing and consideration to approve **Zoning Case Z26-09**: Request by Jacqueline Marshall to consider a zone change from Agricultural (AG) to Multifamily Residential (MF-2) on Tract 163 & 167 of Tomball Outlots; one tract containing approximately 5.21 acres of land located west of the northwest intersection of South Cherry Street and Medical Complex Drive. The applicant is requesting to develop the property with an assisted living facility.

Adopt, on First Reading, Ordinance No. 2026-41, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5.21 acres of land located west of the northwest intersection of South Cherry Street and Medical Complex Drive. The property is located west of the northwest intersection of South Cherry Street and Medical Complex Drive. The applicant is requesting to develop the property with an assisted living facility; 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:

Origination: Jacqueline Marshall

Recommendation:

Party(ies) responsible for placing this item on agenda: Caleb Mittanck (City Planner)

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. 2026-41

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 5.21 ACRES OF LAND LEGALLY DESCRIBED AS BEING TRACT 163 & 167 OF TOMBALL OUTLOTS; ONE TRACT CONTAINING APPROXIMATELY 5.21 ACRES OF LAND FROM THE AGRICULTURAL (AG) ZONING DISTRICT TO THE MULTIFAMILY (MF-2) ZONING DISTRICT. THE PROPERTY IS LOCATED WEST OF THE NORTHWEST INTERSECTION OF SOUTH CHERRY STREET AND MEDICAL COMPLEX DRIVE, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Jacqueline Marshall, has requested to amend the Tomball Code of Ordinances, by rezoning approximately 5.21 acres of land legally described as being Tract 163 & 167 of Tomball Outlots; one tract containing approximately 5.21 acres of land from the Agricultural (AG) zoning district to the Multifamily (MF-2) zoning district; and

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

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

Whereas, the City Council deems it appropriate to grant a rezoning to the Multifamily (MF-2) 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 any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2026.

COUNCILMAN MICHNA	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2026.

COUNCILMAN MICHNA	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

LORI KLEIN QUINN, Mayor

ATTEST:

Thomas Harris III
City Secretary

Exhibit “A”

Location: West of the northwest intersection of South Cherry Street and Medical Complex Drive, within the City of Tomball, Harris County, Texas.



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
SEPTEMBER 14, 2026
&
CITY COUNCIL
SEPTEMBER 21, 2026**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, September 14, 2026, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, September 21, 2026, 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:

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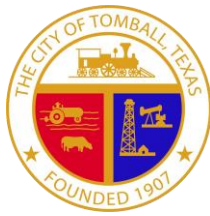
Zoning Case Z26-09: Request by Jacqueline Marshall to consider a zone change from Agricultural (AG) to Multifamily Residential (MF-2) on Tract 163 & 167 of Tomball Outlots; one tract containing approximately 5.21 acres of land located west of the northwest intersection of South Cherry Street and Medical Complex Drive. The applicant is requesting to develop the property with an assisted living facility.

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

I hereby certify that the above notice of the meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 8th day of September 2026 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

Caleb Mittanck
Caleb Mittanck
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 Z26-09

8/24/2026

The Planning & Zoning Commission will hold a public hearing on **September 14, 2026 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 Jacqueline Marshall to consider a zone change from Agricultural (AG) to Multifamily Residential (MF-2) on Tract 163 & 167 of Tomball Outlots; one tract containing approximately 5.21 acres of land located west of the northwest intersection of South Cherry Street and Medical Complex Drive. The applicant is requesting to develop the property with an assisted living facility.

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

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning**. The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **September 21, 2026 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact the Planning Division, by telephone (281-290-1491) or by email address planning@tomballtx.gov.

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.

CASE #: Z26-09

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:

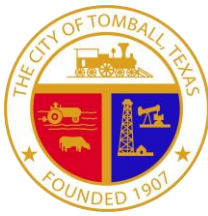
Email: planning@tomballtx.gov

I am in favor ☐

I am opposed ☐

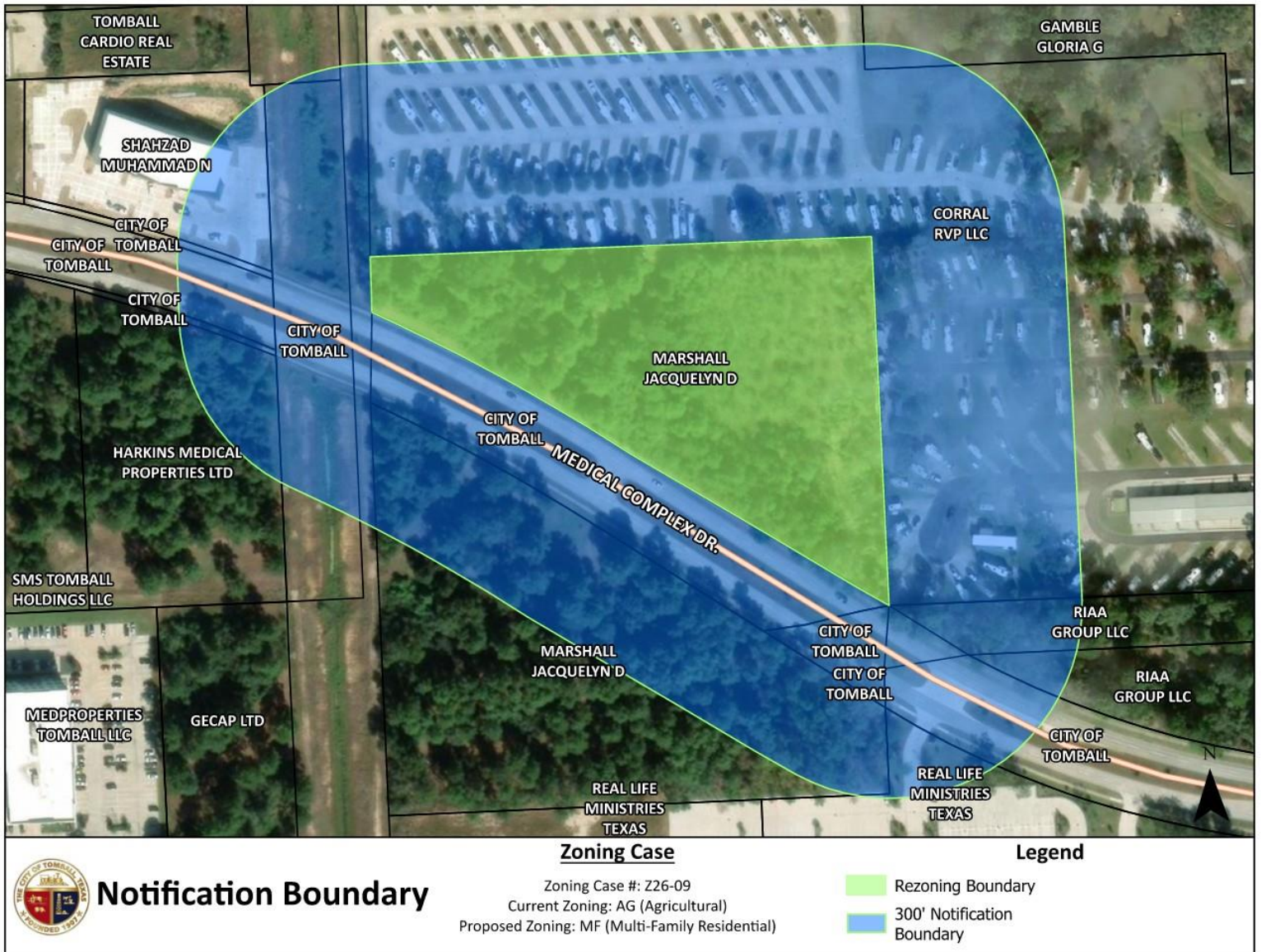
Additional Comments:

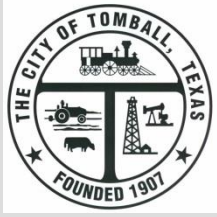
Signature: _____



City of Tomball
Community Development Department

Z26-09





Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: September 14, 2026
City Council Public Hearing Date: September 21, 2026

Rezoning Case: Z26-09

Property Owner(s): Jacqueline Marshall

Applicant(s): Andrea Ameen

Legal Description: Request by Jacqueline Marshall to consider a zone change from Agricultural (AG) to Multifamily Residential (MF-2) on Tract 163 & 167 of Tomball Outlots; one tract containing approximately 5.21 acres of land

Location: West of the northwest intersection of South Cherry Street and Medical Complex Drive (Exhibit “A”)

Area: 5.21 acres

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

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

Request: Rezone from the Agricultural (AG) District to the Multifamily Residential (MF-2) District

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	Manufactured Home Park (MHP)	Manufactured Home Park
South	Multifamily Residential (MF-2)	Assisted Living
East	Manufactured Home Park (MHP)	Manufactured Home Park
West	Agricultural (AG)	Drainage Channel

BACKGROUND

The subject property has been within the City of Tomball’s AG zoning district since the adoption of zoning in February 2008. The applicant is proposing to develop this property in a similar manner and land use classification as their property across Medical Complex Dr.

ANALYSIS

Comprehensive Plan Analysis: The property is designated as “Neighborhood Commercial” by the Comprehensive Plan’s Future Land Use Map. The Neighborhood Commercial future land use 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. This land use category should serve as a transition between lower intensity residential development and higher intensity commercial and industrial development.

Staff Review Comments: The Multifamily Residential (MF-2) District is intended for use along streets that can accommodate large amounts of traffic. Medical Complex Dr. is a designated Major Arterial street in the Tomball Major Thoroughfare Plan. The applicant is intending to develop this property with an assisted living facility. The applicant has received approval from PZ and Council for their property across the street on Medical Complex to be an assisted living facility.

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 24, 2026. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

EXHIBITS

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

Exhibit "A"
Aerial Location Map



Exhibit "B"

Future Land Use Plan

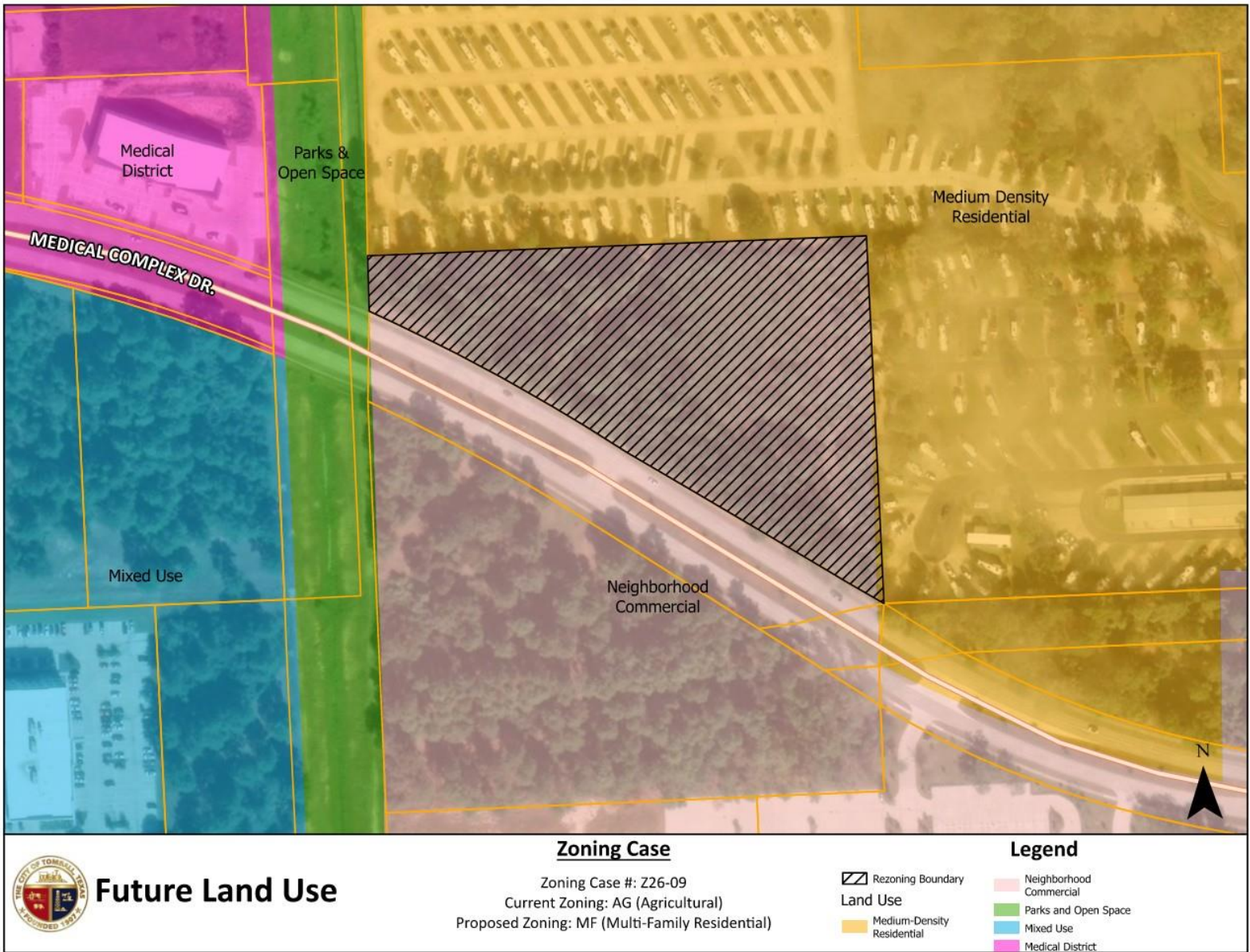
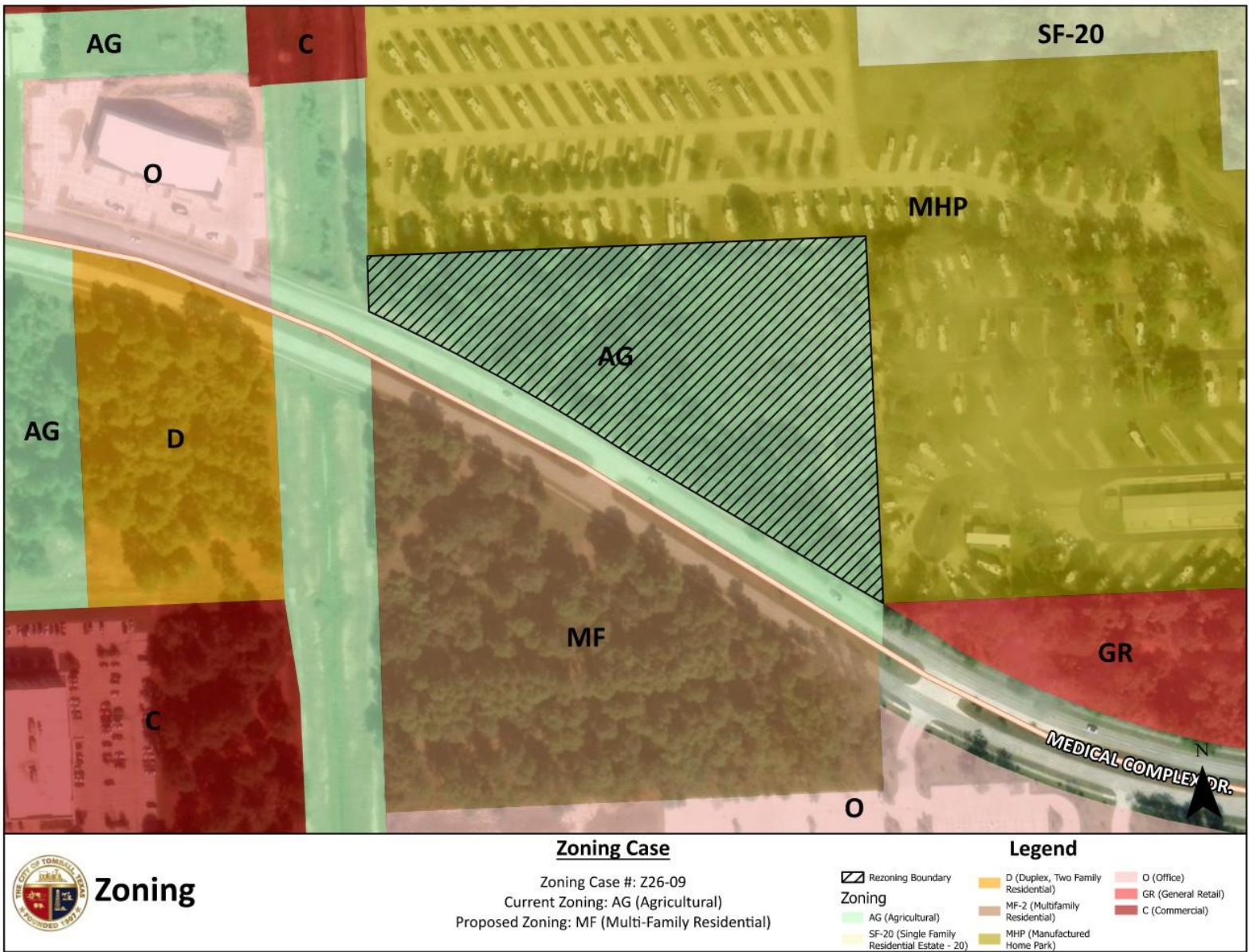


Exhibit "C" Zoning Map



**Exhibit “D”
Site Photo(s)**

Subject Property (North)



Neighbor (South)



Neighbor (East)



Neighbor (West)



Exhibit “E” Rezoning Application

To whom it concerns,

We are formally requesting a rezoning of the parcel at 0 Medical Complex Dr, Tomball, TX 77375 (parcel number 0352860000163) from Agriculture (AG) to Multifamily, to enable construction and operation of an Assisted Living Community for seniors. We believe this rezoning request aligns with the city’s comprehensive plan and will significantly benefit the community. The MF zoning type allows us to operate and keep the surrounding area aligned with the neighbors’ vision for the area.

Community Benefit: The project will serve the community’s senior population and their families, providing the highest quality care and customer service for those who need Assisted Living or Memory Care. Our mission is to develop a community that supports seniors and keeps them connected to the broader Tomball community. This second phase of our existing project (32 Memory Care residences across the street) will expand our operation and allow us to accommodate seniors who do not have dementia and want larger/more varied floorplans. We want to create spaces where people can maintain their independence as long as possible with the right support. Our family-operated business would add to the appeal and desirability of the nearby medical district.

Neighborhood Cohesiveness: Our design will fit in with the surrounding area, and we want to create a retention pond with walking paths and green spaces for social interaction throughout the development. We plan to build one larger structure that would resemble an upscale apartment building. This will be surrounded with landscaping and we will use the most sustainable construction methods possible. Over time we may want to add a separate community center building or staff training building.

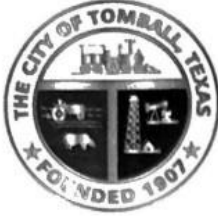
Sustainable Plans: We plan to use sustainable building methods as much as possible, and retain as much green space on the property as possible. Our site plans take drainage into account with a large retention pond.

Economic Impact: This business will serve to increase employment opportunities and have a positive economic impact on the community at large. Through the programming we plan to offer, we may also help seniors live in their own homes longer and remain part of the community longer. Our aim is to buy and hire local. We will partner with community businesses as much as possible. We plan to provide very desirable employment benefits to our care teams. We plan to provide excellent training and continued education for team members to allow them to grow in the Assisted Living industry.

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

Sincerely,
Andrea Ameen & Aaron Ameen

Revised: 6/22/2026



APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

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

There is a \$1,500.00 application fee that must be paid at time of submission, or the application will not be processed.

DIGITAL PLAN SUBMITTALS:

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

WEBSITE: SmartGov Portal

Applicant

Name: Andrea Ameen Title: _____
Mailing Address: 9407 Briscoe Bend Ln City: Cypress State: TX
Zip: 77433 Contact: _____
Phone: (847) 310-2290 Email: andreakezenrameen@gmail.com

Owner

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

Engineer/Surveyor (if applicable)

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

Description of Proposed Project: Assisted Living, Senior Living Community, phased development

Physical Location of Property: approx. .2 miles northwest of Cherry/Medical Complex Dr.

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

Legal Description of Property: 5.2126 acres of land in Jesse Pruitt Survey, abstract No. 629

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Agriculture

Revised: 6/22/2026

Current Use of Property: vacant raw land
 Proposed Zoning District: Multifamily
 Proposed Use of Property: Assisted Living, Senior Living Community
 HCAD Identification Number: 0352860000163 Acreage: 5.2

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

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the undersigned 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  8/1/2026
 Signature of Applicant Date

DocuSigned by:
 X  7/24/2026
 Signature of Owner Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: September 21, 2026

Topic:

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

Sec. 551.071 – Consultation with the City Attorney regarding a matter which 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 and Presiding Judge

Background:

Origination: Kristie Lewis, HR Director

Recommendation:

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: #100-115-6304

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

Signed	_____	Approved by	_____
	Staff Member		City Manager
	Date		Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 21, 2026

Topic:

Discussion and Approval of the Employment Contract for City Manager, David Esquivel, PE

Background:

Origination: Kristie Lewis, HR Director

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: #100-115-6304

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

Signed	_____	Approved by	_____
	Staff Member		City Manager
	Date		Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: September 21 2026

Topic:

Consideration of and action on the appointment of Municipal Court Judge Brett Peabody to a two - year term September 1, 2026 through August 31, 2028.

Background:

Judge Brett Peabody is an employee of the City over 10 years. Judge Peabody presides over the municipal court, magistrate of the jail and directs the Associate Judges.

Origination: Tomball Municipal Court

Recommendation:

Reappoint Judge Brett Peabody to a two year term

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

FUNDING (IF APPLICABLE)

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

Yes: ☒ No: ☐ If yes, specify Account Number: #100-122-6004

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

Signed		Approved by	
	Staff Member Date		City Manager Date