

**NOTICE OF SPECIAL CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



MONDAY, SEPTEMBER 30, 2013

5:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, September 30, 2013 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.

- 1.0 Call to Order
- 2.0 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.]*
- 3.0 Reports and Announcements
 - October 1, 2013 – **Annual National Night Out at the Depot** – 6:00-8:00 p.m.
 - October 7, 2013 at 6 p.m. – **Vote** on Proposed Tax Rate
 - October 12, 2013 – **“Sherine’s Stride for Breast Cancer Awareness” – 5K Run/Walk** at 8:00 a.m. and **1 Mile Run/Walk** at 9:00 a.m.
 - October 12, 2013 - **2nd Saturday at the Depot** – 5:00 p.m.

- October 14, 2013 at 5 p.m. – **Vote** on Proposed Tax Rate
- October 26, 2013 – ***Tomball Bluegrass Festival*** – 11:00 a.m.-7:00 p.m.
- November 4, 2013 – Appointments to Tourism Advisory Committee for terms expiring December 5, 2013
- November 5, 2013 – **Mayor's Coffee** – 5:00 p.m.-7:00 p.m. – 207 Commerce (*Sol de Luna*)
- November 9, 2013 – ***Woodforest Run at the Depot*** – 8:00 a.m.
- November 9, 2013 – **2nd Saturday at the Depot** – 5:00 p.m.
- November 16, 2013 – **48th Annual Tomball Holiday Parade** –10:00 a.m.
- November 19, 2013 – **20th Anniversary of Lone Star College-Tomball**
- ***Walk Tomball!*** – Every Saturday at 9:00 a.m. at the Depot
- Reports by City staff and members of council about items of community interest on which no action will be taken.

4.0 Old Business:

- 4.1 Conduct Second Public Hearing on the Proposed 2013 Tax Rate and Announce that the Vote on the Proposed 2013 Tax Rate will be held on October 7, 2013 at 6:00 p.m. and October 14, 2013 at 5:00 p.m.

5.0 New Business:

- 5.1 Approve the Extension of the Current Lease Agreement between the Harris County Tax Assessor-Collector and the City of Tomball for the use of the Facility located at 101 S. Walnut as a Harris County Tax Office for an Additional One-Year Term, from December 1, 2013 to November 30, 2014

6.0 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 25th day of September 2013 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer_____

Doris Speer
City Secretary, TRMC

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) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY ALSO BE VIEWED ONLINE AT www.ci.tomball.tx.us.

Special City Council

Agenda Item

Data Sheet

Meeting Date: September 30, 2013

Topic:

- October 1, 2013 – *Annual National Night Out at the Depot* – 6:00-8:00 p.m.
- October 7, 2013 at 6 p.m. – **Vote** on Proposed Tax Rate
- October 12, 2013 – *“Sherine’s Stride for Breast Cancer Awareness” – 5K Run/Walk* at 8:00 a.m. and *1 Mile Run/Walk* at 9:00 a.m.
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- **Walk Tomball!** – Every Saturday at 9:00 a.m. at the Depot
- Reports by City staff and members of council about items of community interest on which no action will be taken.

Background:

Origination:

Various

Recommendation:

N/A

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

“Sherine’s Stride for Breast Cancer Awareness”

“Sherine’s Stride for Breast Cancer Awareness” - Registration Form

REGISTER NOW!



SHERINE'S STRIDE

FOR BREAST CANCER AWARENESS
OCTOBER 12, 2013  TOMBALL, TEXAS

CERTIFIED 5K RUN AND 1-MILE FAMILY WALK

- VISIT WWW.TOMBALLTX.GOV OR WWW.RACESONLINE.COM TO REGISTER
- CALL 281-351-5484 FOR EVENT DETAILS
- BENEFITING THE BREAST SCREENING PROGRAMS OF ToMAGWA
- CALL ROSALIE DILLON AT 281-610-2595 FOR SPONSOR INFORMATION



Saturday, October 12, 2013
5K Run/Walk at 8:00 A.M. - 1 Mile Run/Walk at 9:00 A.M.
281-351-5484

Location

The Historic Tomball Train Depot Plaza located at 201 S. Elm St.

About This Event

Sherine's Stride for Awareness was designed to raise awareness of breast cancer and bring families, friends and visitors together to support each other. Sherine Amanollahi was a police dispatcher who lost her fight against breast cancer in 2012 at the age of 30.

The Course

USATF-certified 5K course. Flat, major tree-lined streets. No wheels (except wheelchairs) & no pets, please! Baby joggers and carriages OK for 1 MILE WALK ONLY. The 5K race will be professionally managed and utilize timing shoe chips.

Awards

Prizes will be awarded to the top three finishers in each age category for the 5K Run. All kids (10 and under) participating in the 1 mile run will receive a medal.

Packet Pick-up

October 10th and 11th from 5:00 PM – 7:00 PM at the City "Events" Offices – 105 S. Cherry.
 Race Day Pick-up & Registration: 7:00 AM – 7:30 AM at the Depot (No t-shirt guarantee)

Registration

- Register online at www.racesonline.com or www.tomballtx.gov
- Register in person at Tomball City Hall—401 Market Street, Tomball, TX
- To mail or fax registrations, download forms at www.tomballtx.gov and submit to: City of Tomball, Attn: Rosalie Dillon, 401 Market St., Tomball, TX 77375.
 Fax 281-290-1088 or Email rdillon@tomballtx.gov

Event Fees*		
Category	On or Before 9/27/2013	After 9/27/2013
5K Run/Walk	\$20	\$25
1 Mile Run/Walk 11 yrs +	\$15	\$20
1 Mile Run/Walk 10 & under	\$10	\$15

*20% discount on groups of five (5) or more registering at the same time. Discount not available online

Saturday, October 12, 2013
8:00 A.M. – 5K Run/Walk
9:00 A.M. – 1Mile Run/Walk
Historic Tomball Depot
281-351-5484

Registration Form

****One registration form per participant****

Category: ☐ 5K Run/Walk ☐ 1 Mile Run/Walk ADULT ☐ 1 Mile Run/Walk YOUTH

First Name: _____ Last Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____ Phone: (____) _____

Birth Date: ____/____/____ Age on Run Date: _____ Gender: ☐ F ☐ M

Email Address: _____

Shirt Size: ☐ YS ☐ YM ☐ YL | ☐ S ☐ M ☐ L ☐ XL ☐ XXL ☐ XXXL

Are you participating in honor of or in memory of someone: ☐ Y ☐ N

In Honor of: _____ (please print)

In Memory of: _____ (please print)

Are you a Breast Cancer Survivor: ☐ Y ☐ N

For Credit Card Payments

Name on Card: _____ Type: ☐ Visa ☐ MasterCard

Card Number: _____ Exp. Date: _____ 3 Digit Sec. Code: _____

Emergency Contact: _____ Phone: (____) _____

Emergency Contact: _____ Phone: (____) _____

Waiver and Release: In consideration of the acceptance of this registration entry, I, the undersigned, assume full & complete responsibility for any injury or accident which may occur during my participation in this race, or while I am on the premises of this event and I hereby release and hold harmless the sponsors, officials and all other persons and entities associated with this event from any and all injury, damages or illness which may directly or indirectly result from participation in this race. I further state that I am in proper physical condition to participate.

Signature of Participant

Date

Signature of Parent/Guardian if Participant is Minor

Date

Event Fees		
Category	On or Before 9/27/2013	After 9/27/2013
5K Run/Walk	\$20	\$25
1 Mile Run/Walk 11 yrs +	\$15	\$20
1 Mile Run/Walk 10 & under	\$10	\$15

Your privacy will be respected and no information will be shared with third parties.

Special City Council

Agenda Item

Data Sheet

Meeting Date: September 30, 2013

Topic:

Conduct Second Public Hearing on the Proposed 2013 Tax Rate and Announce that the Vote on the Proposed 2013 Tax Rate will be held on October 7, 2013 at 6:00 p.m. and October 14, 2013 at 5:00 p.m.

Background:

The proposed tax rate for 2013 is \$0.341455/\$100 of taxable value. The average taxable value of a residential homestead has risen slightly and the City may received additional revenues due to the addition of new property to the tax roll.

Under Truth-in-Taxation regulations, the City must conduct two public hearings after publishing the notice of the effective and rollback tax rates and announce the dates of the meetings during which Council will vote on the proposed tax rate.

Origination:

City Secretary

Recommendation:

N/A

Funding:

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

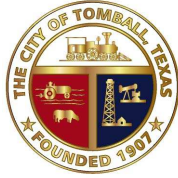
City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Notice of Public Hearings on Proposed 2013 Tax Rate

NOTICE OF PUBLIC HEARINGS ON TAX INCREASE CITY OF TOMBALL, TEXAS



**MONDAY, SEPTEMBER 23, 2013
5:00 P.M.
and
MONDAY, SEPTEMBER 30, 2013
5:00 P.M.**

Public Hearing on Tax Revenue Increase for Proposed 2013 Tax Rate of \$0.341455/\$100 Assessed Value for the City of Tomball, Texas.

The City of Tomball will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 1.1722 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on Monday, September 23, 2013 at 5:00 p.m.,
at City Hall, 401 Market Street.

The second public hearing will be held on Monday, September 30, 2013 at 5:00 p.m.,
at City Hall, 401 Market Street.

The members of the governing body voted on the proposal to consider the tax increase as follows:

FOR: Councilmembers Hudgens, Stoll, Brown, Townsend, and Dodson

AGAINST: None

PRESENT and not voting: None

ABSENT: None

The average taxable value of a residence homestead in Tomball, Texas last year was \$147,423. Based on last year's tax rate of \$0.341455 per \$100 of taxable value, the amount of taxes imposed last year on the average home was \$503.38.

The average taxable value of a residence homestead in Tomball, Texas this year is \$151,075. If the governing body adopts the effective tax rate for this year of \$0.341591 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$516.06.

If the governing body adopts the proposed tax rate of \$0.341455 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$515.85.

Members of the public are encouraged to attend the hearings and express their views regarding the above-proposed 2013 Tax Rate for the City of Tomball, Texas.

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 10th day of September 2013 by 4:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer
Doris Speer
City Secretary, TRMC

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Special City Council

Agenda Item

Meeting Date: September 30, 2013

Data Sheet

Topic:

Approve the Extension of the Current Lease Agreement between the Harris County Tax Assessor-Collector and the City of Tomball for the use of the Facility located at 101 S. Walnut as a Harris County Tax Office for an Additional One-Year Term, from December 1, 2013 to November 30, 2014

Background:

Harris County's Facilities & Property Management (FPM) is in the process of renewing the leases for various County departments, including the lease for the space located at 101 S. Walnut, Tomball Texas for the benefit of the Harris County Tax Assessor-Collector. The current term will expire on November 30, 2013.

Harris County wishes to exercise its option to renew the current lease in accordance with Section XIII., Item (I) of the Lease Agreement:

“If Tenant does exercise the option under the preceding subparagraph, then and in that event Tenant has the option to re-lease the Premises for a thirteenth term of one year (from December 1, 2013 to November 30, 2014) on the same terms and conditions as are provided for in this Lease. Tenant may exercise this option by giving notice to that effect to Landlord on or before the 15th day of October 2013.”

Having the Harris County Tax Office in Tomball has proven very beneficial to the citizens of Tomball and the surrounding area.

Origination:

Harris County Facilities & Property Management (FPM)

Recommendation:

Approval of Extension

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Lease Agreement between City of Tomball and Harris County - Tax Office

LEASE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Lease Agreement, made and entered into by and between the CITY OF TOMBALL, a municipal corporation situated in Harris County, Texas, hereinafter designated "Landlord," and HARRIS COUNTY, a body corporate and politic under the laws of the State of Texas, hereinafter designated "Tenant,"

WITNESSETH:

WHEREAS, Tenant is desirous of leasing the hereinafter described Premises located at 101 S. Walnut, in the City of Tomball, Harris County, Texas; and

WHEREAS, Landlord is desirous of leasing said premises to Tenant;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to both parties, it is agreed as follows:

I.

Subject to the terms and provisions hereinafter set forth, Landlord has rented and leased, and by these presents does rent and lease, unto Tenant, its successors and assigns, for a term of one year, beginning December 1, 2001 and ending November 30, 2002 (unless sooner ended in accordance with the provisions hereof), the following described Premises situated in the City of Tomball, Harris County, Texas, to-wit:

Approximately 2,145 square feet, more or less, of office space in the building located at 101 S. Walnut in the City of Tomball, Harris County, Texas, said area hereby leased being crosshatched in black on the diagram of the floor plan of said building, attached hereto as Exhibit "A" (the "Premises"), said building being located on Lots 11 and 12, in Block 3, of Tomball Townsite, according to the map or plat thereof recorded in Volume 4, Page 25 of the Map Records of Harris County, Texas, together with rights of ingress and egress to S. Walnut and Market Streets.

II.

Prior to December 1, 2001, Landlord will, at its own expense, perform the following in the Premises:

- (a) Have lines for adequate electric current, gas and water supply to the Premises in good operating condition.
- (b) Have heating and air conditioning equipment in the Premises of the size, type, and capacity to properly heat and air condition the Premises.
- (c) Complete in a good and workmanlike manner the finish out of the Premises as set out in the plans and specifications to be prepared by Landlord and signed by Landlord and Tenant for identification and approved by the Director of the County

Facilities and Property Management Department and the County Tax Assessor-Collector. Said finish out will comply with all requirements of the American With Disabilities Act, the Texas Architectural Barriers Act, and all other valid laws, ordinances, regulations, and other requirements of all federal, state, and local governmental bodies and agencies which are applicable to the Premises. Said plans and specifications, upon approval by Landlord and Tenant, are incorporated by reference herein. In the event Tenant and Landlord are unable to agree on plans and specifications, this Lease Agreement will be of no force and effect.

- (d) Obtain a Certificate of Occupancy for the Premises from the City of Tomball, including the making of all repairs, alterations, and modifications, and doing all other things (similar and dissimilar) that may be required or necessary to obtain said Certificate of Occupancy.

If, prior to December 1, 2001, Landlord fails to perform its undertakings and obligations under this Paragraph II to Tenant's satisfaction, then and in that event, Tenant may proceed pursuant to Paragraph XI hereof, and Tenant will be relieved of all obligations to pay rent for the portion of the term of this Lease from the commencement of the term to and including the day on which Landlord completes such performance. If Landlord so delays its performance, and the day following the day on which Landlord completes such performance is a day other than the first day of a calendar month, then the rent for such calendar month is that proportionate part of the monthly rental that the number of days remaining in such calendar month after the day Landlord completes such performance, bears to the total number of days in such calendar month. If Landlord performs its undertakings and obligations under this paragraph, and Tenant takes possession of the leased premises, and Landlord thereafter refuses or fails to perform any one or more of its undertakings or obligations which are to be performed during the term of this Lease, then and in that event, Tenant may proceed under Paragraph XI hereof.

III.

As rental for the use of the Premises, Tenant will pay Landlord the sum of Six Hundred Fifty Dollars (\$650.00) per month. On or about the first day of each calendar month during the term of this Lease, Landlord will submit to Tenant a statement for the rent for such calendar month, and Tenant will pay the same by the twentieth day of such calendar month or the fifteenth day after receipt of the same, whichever is later.

IV.

Landlord will pay utility bills for water, sewer, gas, and electricity incurred by Tenant in its use of the Premises. Landlord has no obligation to pay for telephone service used by Tenant on the Premises.

V.

The Premises are to be used by Tenant for a tax office and other lawful purposes.

VI.

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

- A. Keep and maintain in good repair the exterior walls, exterior doors, exterior doorways, windows, roof, structural portions, heating, ventilation

and air conditioning equipment, plumbing, lobby, wiring and electrical equipment, interior walls, ceilings, floors, floor covering, interior doors, interior doorways, hallways, restrooms, and all other parts of said building.

- B. Keep and maintain in good repair the driveways, walkways, and entrances on the above described tract or parcel of land and also keep the same neat and clean.
- C. Keep and maintain in good repair and condition the lighting fixtures in the Premises, including, but not limited to, furnishing and installing light producing elements.
- D. Keep other tenants of said building and persons from blocking or obstructing the hallways, restroom doorways, and entrances of said building.
- E. Keep all persons using any part of the above described tract of land from making excessive noise, causing bad odor, or otherwise interfering with Tenant's use and enjoyment of the Premises and the exercise of its rights hereunder.
- F. Operate the air conditioning and heating equipment so as to maintain the air temperature in the Premises between 65 and 75 degrees Fahrenheit between the hours of 7:00 A.M. and 6:00 P.M. of each and every day except Saturdays, Sundays, and County holidays. However, in the event any state, federal, or municipal law, rule, or regulation applicable to the Premises requires the maintenance of the air temperature therein within a range other than that hereinabove specified, then the air temperature range will be maintained as near to the temperature range set forth above as may be permitted under such law, rule, or regulation.
- G. Comply with all requirements of the Americans With Disabilities Act, the Texas Architectural Barriers Act, and all other valid laws, ordinances, regulations, and other requirements, now or hereafter in force, of all federal, state, and local governmental bodies and agencies which are applicable to the Premises and common areas of the building, including, but not limited to, the halls, restrooms, driveways, walkways, and entrances on the above described tract of land, to accommodate Tenant's employees and invitees. Landlord is wholly responsible for all alterations which need to be made to the Premises and common areas described above, to accommodate Tenant's employees and invitees. LANDLORD WILL INDEMNIFY AND HOLD TENANT HARMLESS FROM ANY AND ALL EXPENSES, LIABILITIES, COSTS, AND DAMAGES SUFFERED BY TENANT AS A RESULT OF LANDLORD'S FAILURE TO FULFILL ITS AFORESAID RESPONSIBILITIES REGARDING MAKING SUCH ALTERATIONS REFERENCED IN THE PRECEDING SENTENCE. No provision in this Lease will be construed in any manner as permitting, consenting to, or authorizing Tenant to violate requirements under either such Act, and any provision to the Lease which could arguably be construed as authorizing a violation of either Act will be interpreted in a manner which permits compliance with such Act and is hereby amended to permit such compliance.
- H. Provide adequate janitorial services for the Premises.

- I. Keep and maintain a valid Certificate of Occupancy (issued by the City of Tomball) for said building posted in said building.
- J. Provide adequate parking spaces for Tenant's employees and invitees.

VII.

In the event a dispute arises as to Landlord's right to lease any portion of the Premises, or Landlord's right to receive the rentals herein provided, Tenant may withhold the rent herein provided, but such rent will continue to accrue and will be payable by Tenant to the party or parties entitled thereto, after said dispute is settled either by court action or settlement. LANDLORD WILL INDEMNIFY AND HOLD TENANT HARMLESS AS TO ANY DAMAGES, EXPENSES, OR CLAIMS THAT TENANT MAY SUFFER DUE TO FAILURE OF LANDLORD'S RIGHT TO LEASE THE PREMISES.

VIII.

Should the Premises or the above mentioned building be destroyed or damaged, or the right of ingress and egress be impaired, so that the Premises are thereby rendered unfit for use by Tenant, or should any governmental body, agency, department, or official determine such building to be a fire hazard, or for any other reason whatsoever to be unsuitable for the use or uses for which Tenant contemplates using same, then and in any such event the rent hereinbefore reserved will not be due nor paid by Tenant during the period of destruction or damaged condition, impairment, or unsuitability, and this Lease may be terminated at the option of Tenant. Regardless of whether Tenant exercises its option to terminate the Lease in such event, the rent for any month during which the Premises are unfit or unsuitable for use by Tenant for a portion thereof is equal to the number of days the same was fit for use by Tenant times an amount equal to one-thirtieth (1/30th) of the monthly rental rate, and if the rent for any such month has been paid in advance, then Tenant is entitled to a refund from Landlord of the excess amount paid. However, Tenant is obligated to pay rent for each day Tenant actually uses the premises. The phrase "actually uses," as used in this paragraph, means the use of the Premises for the purpose Tenant contemplates or intends to use same, and does not include any limited use or uses such as, but not limited to, inspecting the Premises, or leaving furniture and other property therein while waiting for repairs of such damage or other action to correct or otherwise remedy such damaged condition, impairment, or unsuitability.

IX.

All fixtures and all personal property created and/or placed in and on the Premises by Tenant may be removed by Tenant at the termination of this Lease, or any extension thereof, even though the same may be attached to the Premises.

X.

In the event Tenant holds over and remains in possession of the Premises herein leased, after the expiration of this Agreement, without any written renewal or extension thereof, such holding over is not deemed to operate as a renewal or extension of this Agreement, but only creates a tenancy from month to month at a monthly rental rate in an amount equal to the monthly rental (hereinabove provided for the month immediately preceding such hold over) which month to month tenancy may be terminated at any time by either Tenant or Landlord, upon thirty (30) days prior written notice.

XI.

If Landlord refuses or fails to perform any one or more of its undertakings or obligations under this Lease Agreement, Tenant has the right, but not the obligation, to perform, or cause to be performed, any one or more of said undertakings or obligations of Landlord, and may deduct all costs and expenses thereof from the rental to be paid hereunder, or this Agreement may be terminated by Tenant, in Tenant's sole discretion, by giving at least fifteen (15) days prior written notice to Landlord. The performance by Tenant of any one or more of the undertakings or obligations of Landlord hereunder will not be construed or held to be a waiver by Tenant of any succeeding refusal or failure to perform such undertaking or obligation of Landlord. Tenant's exercise of any of the rights or options under this paragraph will not in any way prejudice Tenant's right to recover damages which Tenant has sustained as a result of Landlord's refusal or failure to perform, and the rights and options under this paragraph are cumulative with, and not in lieu of, other remedies provided by law.

XII.

Landlord represents and warrants that it has the right and power to lease the Premises for the term hereof and the periods covered by the options hereunder.

XIII.

(a) Tenant has the option to re-lease the Premises for a second term (from December 1, 2002 to November 30, 2003) on the same terms and conditions as are provided for in this Lease. Tenant may exercise this option by giving notice to that effect to Landlord on or before the 15th day of October 2002.

(b) If Tenant does exercise the option under the preceding subparagraph, then and in that event Tenant has the option to re-lease the Premises for a third term of one year (from December 1, 2003 to November 30, 2004) on the same terms and conditions as are provided for in this Lease. Tenant may exercise this option by giving notice to that effect to Landlord on or before the 15th day of October 2003.

(c) If Tenant does exercise the option under the preceding subparagraph, then and in that event Tenant has the option to re-lease the Premises for a fourth term of one year (from December 1, 2004 to November 30, 2005) on the same terms and conditions as are provided for in this Lease. Tenant may exercise this option by giving notice to that effect to Landlord on or before the 15th day of October 2004.

(d) If Tenant does exercise the option under the preceding subparagraph, then and in that event Tenant has the option to re-lease the Premises for a fifth term of one year (from December 1, 2005 to November 30, 2006) on the same terms and conditions as are provided for in this Lease. Tenant may exercise this option by giving notice to that effect to Landlord on or before the 15th day of October 2005.

(e) If Tenant does exercise the option under the preceding subparagraph, then and in that event Tenant has the option to re-lease the Premises for a sixth term of one year (from December 1, 2006 to November 30, 2007) on the same terms and conditions as are provided for in this Lease. Tenant may exercise this option by giving notice to that effect to Landlord on or before the 15th day of October 2006.

(f) If Tenant does exercise the option under the preceding subparagraph, then and in that event Tenant has the option to re-lease the Premises for a seventh term of one year (from December 1, 2007 to November 30, 2008) on the same terms and conditions as are provided for

in this Lease. Tenant may exercise this option by giving notice to that effect to Landlord on or before the 15th day of October 2007.

(g) If Tenant does exercise the option under the preceding subparagraph, then and in that event Tenant has the option to re-lease the Premises for an eighth term of one year (from December 1, 2008 to November 30, 2009) on the same terms and conditions as are provided for in this Lease. Tenant may exercise this option by giving notice to that effect to Landlord on or before the 15th day of October 2008.

(h) If Tenant does exercise the option under the preceding subparagraph, then and in that event Tenant has the option to re-lease the Premises for a ninth term of one year (from December 1, 2009 to November 30, 2010) on the same terms and conditions as are provided for in this Lease. Tenant may exercise this option by giving notice to that effect to Landlord on or before the 15th day of October 2009.

(i) If Tenant does exercise the option under the preceding subparagraph, then and in that event Tenant has the option to re-lease the Premises for a tenth term of one year (from December 1, 2010 to November 30, 2011) on the same terms and conditions as are provided for in this Lease. Tenant may exercise this option by giving notice to that effect to Landlord on or before the 15th day of October 2010.

(j) If Tenant does exercise the option under the preceding subparagraph, then and in that event Tenant has the option to re-lease the Premises for an eleventh term of one year (from December 1, 2011 to November 30, 2012) on the same terms and conditions as are provided for in this Lease. Tenant may exercise this option by giving notice to that effect to Landlord on or before the 15th day of October 2011.

(k) If Tenant does exercise the option under the preceding subparagraph, then and in that event Tenant has the option to re-lease the Premises for a twelfth term of one year (from December 1, 2012 to November 30, 2013) on the same terms and conditions as are provided for in this Lease. Tenant may exercise this option by giving notice to that effect to Landlord on or before the 15th day of October 2012.

(l) If Tenant does exercise the option under the preceding subparagraph, then and in that event Tenant has the option to re-lease the Premises for a thirteenth term of one year (from December 1, 2013 to November 30, 2014) on the same terms and conditions as are provided for in this Lease. Tenant may exercise this option by giving notice to that effect to Landlord on or before the 15th day of October 2013.

(m) If Tenant does exercise the option under the preceding subparagraph, then and in that event Tenant has the option to re-lease the Premises for a fourteenth term of one year (from December 1, 2014 to November 30, 2015) on the same terms and conditions as are provided for in this Lease. Tenant may exercise this option by giving notice to that effect to Landlord on or before the 15th day of October 2014.

(n) If Tenant does exercise the option under the preceding subparagraph, then and in that event Tenant has the option to re-lease the Premises for an fifteenth term of one year (from December 1, 2015 to November 30, 2016) on the same terms and conditions as are provided for in this Lease. Tenant may exercise this option by giving notice to that effect to Landlord on or before the 15th day of October 2015.

(o) Any notice permitted or required to be given to Landlord hereunder may be given by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the City of Tomball, 401 West Market Street, Tomball, Texas 77375, Attention: Mayor and such

option is considered exercised and completed upon Tenant's deposit in a receptacle regularly maintained by the United States Postal Service.

(p) Landlord will give Tenant written notice reminding Tenant of the expiration date of each option hereunder not less than fifteen days nor more than thirty days prior to the expiration of each such option. The failure of Landlord to give Tenant any such notice during said period has the effect of extending the period of the option through the 15th day next after the late notice is given, or October 15, 2015, whichever is earlier. Any notice permitted or required to be given to Tenant hereunder may be given by registered or certified United States mail, postage prepaid, return receipt requested, addressed to County Judge of Harris County, Harris County Administration Building, 1001 Preston, Ninth Floor, Houston, Texas 77002, with a photocopy thereof addressed to Director, Harris County Facilities and Property Management Department, 1310 Prairie, Suite 1330, Houston, Texas 77002. Notice is considered given and completed upon deposit of the notice in a receptacle regularly maintained by the United States Postal Service. Either party may change its address pursuant to this paragraph upon written notice to the other party.

XIV.

Landlord will not take any action or recourse against Tenant for any default in the performance of Tenant's obligations, or any breach of this Lease Agreement by Tenant, until thirty (30) days after Landlord has given Tenant written notice setting out in detail the type and nature of the default or breach, and the failure of Tenant to cure such default or breach within such thirty (30) day period.

XV.

The liability of Tenant under the terms and provisions of this Lease, and all amendments and supplements thereto, is expressly limited to the amount of funds hereinbelow certified available for satisfying Tenant's first lease year obligations under the terms and provisions of this lease, and any additional funds for such purpose which may, from time to time, be certified available for Tenant's obligations by the County Auditor of Harris County. When and if all the funds so certified are expended for the purpose of satisfying Tenant's obligations pursuant to this Agreement, the sole and exclusive remedy of Landlord will be to terminate this Lease.

XVI.

Tenant, upon the several conditions herein set forth and upon payment of the rentals herein provided, and upon continued performance of the covenants and agreements herein contained, will have and occupy the Premises peacefully and quietly for the term herein set forth.

EXECUTED in duplicate originals this _____ day of SEP 25 2001, 2001.

APPROVED AS TO FORM:

MIKE STAFFORD
County Attorney

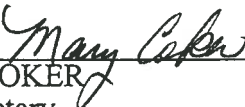
By: M. Scott Bresk
M. SCOTT BRESK
Assistant County Attorney

HARRIS COUNTY

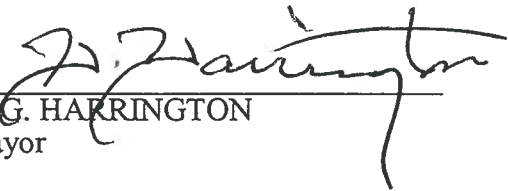
By: RB
ROBERT ECKELS
County Judge

ATTEST:

THE CITY OF TOMBALL



MARY COKER
City Secretary

By: 

H. G. HARRINGTON
Mayor

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$7,800.00 are available to pay the obligation of Harris County under the foregoing Agreement.



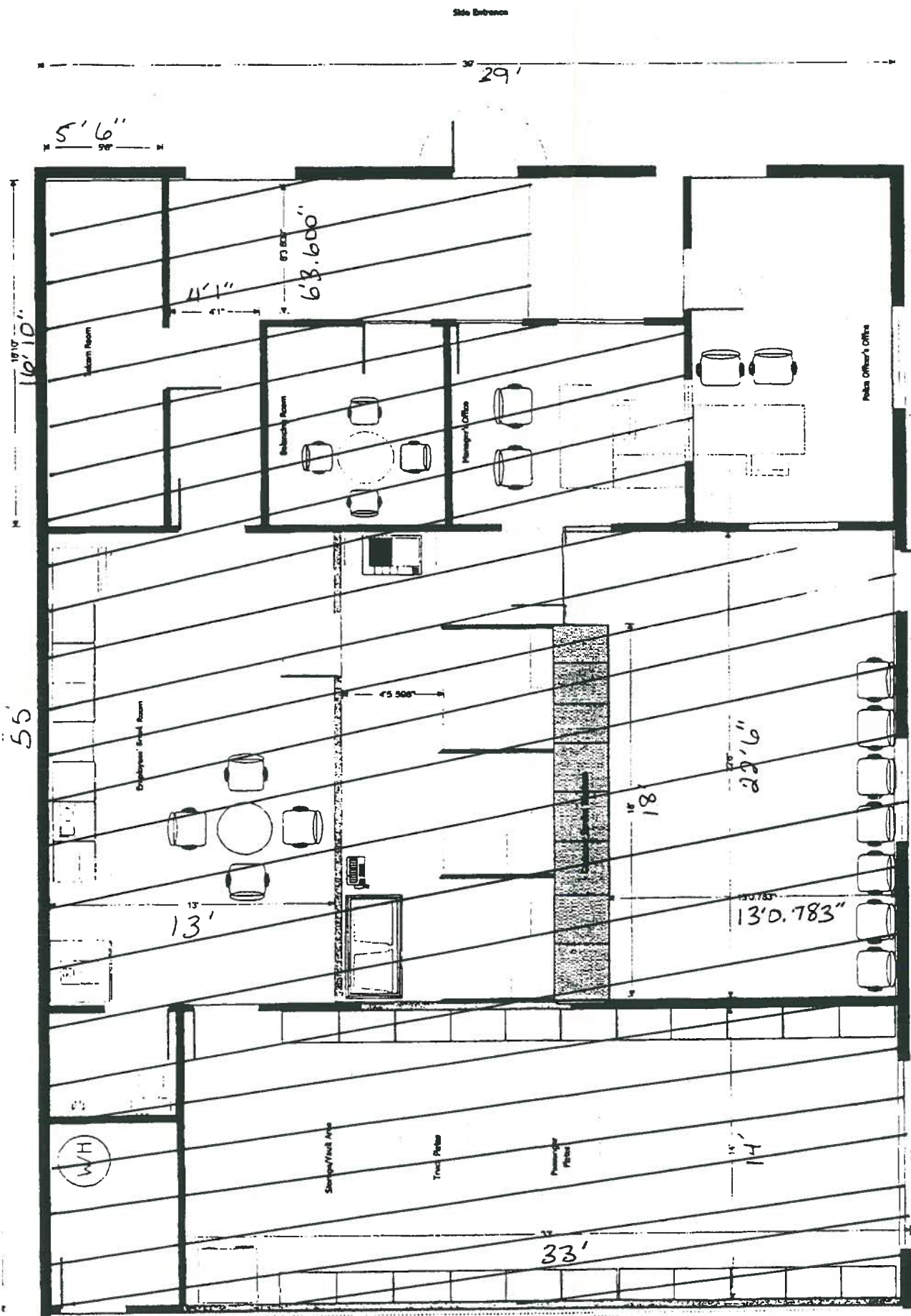
TOMMY J. TOMPKINS, County Auditor

Registered with me this 4th day of October, 2001.



MICHAEL YANCEY, AIA, Director
Harris County Facilities & Property Management Department

EXHIBIT "A"



Legend

- ☐ Tile
- ☐ Carpet
- ☐ Awning

Tomball Annex

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of SEP 25 2001, 2001, with the following members present, to-wit:

Robert Eckels
El Franco Lee
James Fonteno
Steve Radack
Jerry Eversole

County Judge
Commissioner, Precinct No. 1
Commissioner, Precinct No. 2
Commissioner, Precinct No. 3
Commissioner, Precinct No. 4

and the following members absent, to-wit: NONE,
constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE A LEASE AGREEMENT
BY AND BETWEEN THE CITY OF TOMBALL AND HARRIS COUNTY.

Commissioner Radack introduced an order and made a motion that the same be adopted. Commissioner Lee seconded the motion for adoption of the order. The ~~motion~~ motion carrying with it the adoption of the order, prevailed by the following vote:

AYES:

NAYS:

ABSTENTIONS:

	Yes	No	Abstain
Judge Eckels	☐	☐	☒
Comm. Lee	☐	☐	☐
Comm. Fonteno	☐	☐	☐
Comm. Radack	☐	☐	☐
Comm. Eversole	☐	☐	☐

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:

WHEREAS, Harris County is desirous of leasing from the City of Tomball the hereinafter described Premises located at 101 S. Walnut, in Tomball, Texas; and

WHEREAS, The City of Tomball is desirous of leasing said Premises to Harris County;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS, THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: The Harris County Judge is hereby authorized to execute for and on behalf of Harris County a Lease Agreement by and between the City of Tomball and Harris County, covering Premises located at 101 S. Walnut, in Tomball, Texas, for the Assessor and Collector of Taxes, for a term of one year, commencing on December 1, 2001, said agreement being incorporated herein by reference and made a part hereof for all intents and purposes as though fully set forth herein word for word.

Section 3: All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioner's Court

SEP 25 2001

APPROVE _____
Recorded Vol _____ Page _____