

## NOTICE OF SPECIAL CITY COUNCIL MEETING - WORKSHOP CITY OF TOMBALL, TEXAS



**Tuesday, September 02, 2025  
5:00 P.M.**

Notice is hereby given of a Special Workshop meeting of the Tomball City Council, to be held on Tuesday, September 02, 2025 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: 880 3825 2667 Passcode:945980.** 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. Discussion and direction on nominations to the Harris Central Appraisal District (HCAD) Board of Directors to fill an unexpired term until December 31, 2027.
  - 2. Discussion on City Council Workshop Meeting Start Time.
- D. Proposed Future Agenda Items (To be discussed in order or at Councils discretion, time permitting)

1. Workshop Discussion Only - Zoning Case Z25-10: Request by Donald and Cheryl Murchison, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 0.3360 acres of land legally described as being a tract of land situated within the J. Pruitt Survey, Abstract No. 629 from Single-Family Residential (SF-9) to the General Retail (GR) zoning district. The property is located at 1710 S. Cherry Street, within the City of Tomball, Harris County, Texas.
  
2. Workshop Discussion Only – Approve a Service Agreement renewal with ABM Texas General Services, Inc. for the janitorial services and supplies for City facilities, for a not-to-exceed amount of \$120,000 (RFP 2023-19), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures were included in the Fiscal Year 2025-2026 Budget.

E. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 26th day of August 2025 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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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: September 2, 2025

**Topic:**

Discussion and direction on nominations to the Harris Central Appraisal District (HCAD) Board of Directors to fill an unexpired term until December 31, 2027.

**Background:**

The Chairman of the Harris Central Appraisal District Board of Directors has notified the City there is a vacancy on the Harris Central Appraisal District board of directors due to resignation of director Cassandra Auzenne Bandy effective July 31, 2025.

Section 6.0301 of the Texas Property Tax Code gives Council the right to nominate a replacement by resolution, to fill the vacancy and complete the term of former director, Cassandra Auzenne Bandy, which expires on December 31, 2027. The resolution must be sent to the chief appraiser who will then distribute the list of nominees timely received from taxing units to the board of directors. The HCAD board of directors shall then, by majority vote, appoint a director to fill the vacancy from that list of nominees timely submitted by the taxing units.

Should the City want to submit a nominee, the City Council will need to complete this process of nominating a director to fill this vacancy by submitting a resolution to the chief appraiser by 5 p.m. on September 22, 2025.

**Origination:** City Secretary

**Recommendation:** Discussion and direction to City Staff regarding a nominee for the aforementioned vacancy on HCAD Board of Directors.

**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: # \_\_\_\_\_

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

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



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**Harris Central Appraisal District  
OFFICE OF CHIEF APPRAISER**

**TO:** Presiding Officers and/or Governing Bodies of Taxing Units Districts Served  
by the Harris Central Appraisal District

**FROM:** Roland Altinger, Chief Appraiser

**DATE:** August 7, 2025

**SUBJECT:** Nominations to fill a vacancy on the Harris Central Appraisal District  
Board of Directors caused by resignation of a Director

I am sending this letter to notify you that the Chairman of the Harris Central Appraisal District Board of Directors has informed me that there is a vacancy on the Harris Central Appraisal District board of directors due to resignation of director Cassandra Auzenne Bandy that took effect on July 31, 2025.

Section 6.0301 of the Texas Property Tax Code gives you the right to nominate a replacement by resolution of your governing body, to fill the vacancy and complete the term of former director, Cassandra Auzenne Bandy, which expires on December 31, 2027.

The resolution must be sent to the chief appraiser who will then distribute the list of nominees timely received from taxing units to the board of directors. The HCAD board of directors shall then, by majority vote, appoint a director to fill the vacancy from that list of nominees timely submitted by the taxing units.

This letter serves as formal notice of:

- Your right to nominate a candidate to fill the vacancy on the Board, and the process for doing so. For further details please see Exhibit "A" attached hereto.

**Your board will need to meet and complete this process of nominating a director to fill this vacancy so that you can deliver your nomination and resolution to the chief appraiser by 5 p.m. on September 22, 2025.**

Nominations and resolutions may be submitted:

- **By Regular Mail:**

Roland Altinger, Chief Appraiser  
P.O. Box 920975  
Houston, Texas 77292-0975

*Mark the envelope: "Nomination to Fill a Vacancy on HCAD Board of Directors."*

- **By Hand:**

Roland Altinger, Chief Appraiser  
13013 Northwest Freeway  
Houston, Texas 77040

*Mark the envelope: "Nomination to Fill a Vacancy on HCAD Board of Directors."*

- **By Email:**

[cguerra@hcad.org](mailto:cguerra@hcad.org)

Participating in this process gives you the best chance of having a voice in HCAD's operations. To assist you in this nominating process, a sample resolution for your nomination to fill the vacancy on the Board of Directors of the Harris Central Appraisal District is also attached.

Please do not hesitate to call me on (713) 957-5299 with any questions you may have.

Sincerely,



Roland Altinger, CAE, RPA, CTA  
Chief Appraiser

Attachments

CC: HCAD Board Members  
Attorneys

## **EXHIBIT “A”**

### **NOMINATING AND VOTING PROCESS TO FILL A VACANCY ON THE HARRIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS**

The nominating and voting process to fill a vacancy of the board of directors due to the resignation of one of the directors is outlined below.

#### **Nomination Procedures**

All taxing units participating in the appraisal district under Section 6.03 may nominate a candidate to fill the vacancy and complete the term of a director who resigned from the board.

The presiding officer of a taxing unit's governing body must submit the name and the corresponding nominating resolution to the chief appraiser **by 5 p.m. on September 22, 2025.**

The list of nominees submitted to the chief appraiser will be given to HCAD's board of directors.

#### **Voting Procedures**

Pursuant to Section 6.0301(f), after the chief appraiser receives resolutions from taxing units containing the names of the nominated candidates to fill the vacancy on the board, the chief appraiser shall, within five days, send to the board of directors the list of the nominees. The board of directors shall then appoint by majority vote of its members one of the nominees timely submitted by the taxing units to fill the vacancy.

#### **Eligibility Requirements**

The appraisal district appraises all property in the county for ad valorem tax purposes. The board of directors is the governing body for the district. The board employs the chief appraiser, sets general policies for the district, and adopts the budget for the district. By law, board members cannot communicate with the chief appraiser regarding appraisals, except in: (1) an open meeting of the appraisal district board of directors or another public forum; or (2) a closed meeting of the board of directors held to consult with the board's attorney about pending litigation, in accordance with Tax Code Section 6.15.

There is no compensation for service on the appraisal district's board of directors; however, directors are reimbursed for actual and necessary expenses incurred in the performance of their duties as provided by the budget adopted by the board. HCAD's Board of Directors typically meets once a month.

An individual must satisfy certain residency, employment, and conflict-of-interest requirements to be eligible to serve on the appraisal district's board of directors.

**Residency.** *The individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date he or she takes office. The appraisal district's boundaries are the same as those for Harris County.*

**Employment.** An employee of a taxing unit served by the appraisal district may not serve on the board of directors, with one exception: an employee of a taxing unit may serve if the employee is also a member of the governing body or an elected official of a taxing unit that participates in the district. For example, a member of the governing body of a school district who is also a city employee may be *eligible* to serve on the board.

An individual is *ineligible* to serve on an appraisal district's board of directors if the individual has engaged in the business of appraising property for compensation for use in proceedings under the Texas Property Tax Code or representing property owners for compensation in proceedings under the Tax Code in the appraisal district at any time during the preceding three years.

**Conflict of Interest.** An individual may not serve on an appraisal district's board of directors if the individual is related, within the second degree by consanguinity (blood) or affinity (marriage), to a person who is in the business of appraising property or representing property owners for a fee in proceedings in the appraisal district; those relatives barred include: the individual's spouse, children, brothers, sisters, parents, grandparents, and grandchildren. The relatives of the individual's spouse in the same degree are also included.

An individual is not eligible to be a candidate for, to be appointed to, or to serve on the board of directors of, an appraisal district if the individual contracts with the appraisal district for any purpose or contracts with a taxing unit served by the district for a property tax-related purpose. The same rule applies to individuals who have a substantial interest in businesses contracting with the appraisal district (for any purpose) or with the taxing unit (for property tax purposes). An individual has a substantial interest if the individual or the individual's spouse has combined ownership of at least ten percent (10%) of the voting stock or shares of the business. An individual also has a substantial interest if the individual or the individual's spouse is a partner, limited partner, or an officer of the business. These prohibitions on contracting continue for the duration of the affected director's term of office.

Additionally, the appraisal district may not employ any person who is related to a member of the board of directors within the second degree by affinity or the third degree of consanguinity. This provision applies to existing employees at the time the director takes office and to employees hired during the director's term.

**Delinquent taxes.** With limited exceptions, Texas law makes a person ineligible to serve as a member of the board of directors if he or she has delinquent property taxes owed to any taxing unit for more than 60 days after the person knew or should have known of the delinquency.



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF

**NOMINATING A CANDIDATE TO FILL A VACANCY ON THE BOARD OF  
DIRECTORS OF THE HARRIS CENTRAL APPRAISAL DISTRICT**

WHEREAS, cities other than the City of Houston that are within Harris Central Appraisal District, have the right to nominate a candidate to fill a vacancy on the board of directors to complete the term of Cassandra Auzenne Bandy who resigned her position on the board of directors; and

WHEREAS, this governing body desires to exercise its right to nominate a candidate on the Board of Directors to fill a vacancy on the board of directors for a term that will expire on December 31, 2027; and

WHEREAS the HCAD board of directors shall by majority vote appoint a new director from the list of nominees timely submitted by all taxing units to the chief appraiser; and now, therefore

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF**

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and hereby are, adopted, ratified and confirmed.

Section 2. The (name) \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ (address, Zip code) \_\_\_\_\_ (phone number)  
be, and he or she is hereby, nominated as a candidate for an appointed position to fill a vacancy that exists on the Board of Directors of the Harris Central Appraisal District whereby the candidate appointed to fill the vacancy shall be decided by a majority vote of the HCAD board of directors to complete the term that expires on December 31, 2027.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby, authorized and directed to deliver, or cause to be delivered, a certified copy of this resolution to the chief appraiser of the Harris Central Appraisal District **by 5 p.m. on September 22, 2025.**

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Presiding Officer

ATTEST:

\_\_\_\_\_  
Secretary

# City Council Meeting Agenda Item Data Sheet

Meeting Date: September 2, 2025

**Topic:**

Discussion on City Council Workshop Meeting Start Time.

**Background:**

The City Council conducts workshop meetings to review and discuss items of interest prior to regular sessions. Council will consider and discuss the most appropriate start time for future workshop meetings.

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed	<u>Shannon Bennett</u>	<u>8/26/25</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

# City Council Meeting

## Agenda Item

### Data Sheet

**Meeting Date:** September 2, 2025

**Topic:**

Zoning Case Z25-10: Request by Donald and Cheryl Murchison, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 0.3360 acres of land legally described as being a tract of land situated within the J. Pruitt Survey, Abstract No. 629 from Single-Family Residential (SF-9) to the General Retail (GR) zoning district. The property is located at 1710 S. Cherry Street, within the City of Tomball, Harris County, Texas.

**Background:**

**Origination:** Donald and Cheryl Murchison

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

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

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

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



## 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 \$1,000.00 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:** [tomballtx.gov/securesend](http://tomballtx.gov/securesend)  
**USERNAME:** tomballdd  
**PASSWORD:** Tomball1

**Applicant**

Name: Cheryl Murchison Title: Mrs.  
Mailing Address: 12602 Mutiny Ln. City: Tomball State: Texas  
Zip: 77377 Contact: \_\_\_\_\_  
Phone: (713) 471-2858 Email: cheryl@murchisonspiceco.com

**Owner**

Name: Donald Murchison Title: Mr.  
Mailing Address: 12602 Mutiny Ln. City: Tomball State: Texas  
Zip: 77377 Contact: \_\_\_\_\_  
Phone: (832) 898-3260 Email: don1murchison@gmail.com

**Engineer/Surveyor (if applicable)**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**Description of Proposed Project:** Converting a home that is listed as Residential to a Commercial Property

Physical Location of Property: 1710 S. Cherry St. Tomball, TX 77375 \*near Medical Complex Dr.

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: A tract or parcel of land 0.3360 acres Film Code No. 644043

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Neighborhood: M/R (E OF 249)

Current Use of Property: Residential

Proposed Zoning District: General Retail (GR)

Proposed Use of Property: Light Commercial Use for Murchison Spice Company

HCAD Identification Number: 0352860000180 Acreage: 0.3360 acres

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

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

X Cheryl Murchison 07/29/2025  
Signature of Applicant Date

X Frank Murchison 07/29/2025  
Signature of Owner Date

## **Submittal Requirements**

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

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

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

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

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

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

## Application Process

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

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







# Location



**Legend**

 Rezoning Boundary

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# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: September 2, 2025

#### Topic:

Workshop Discussion Only – Approve a Service Agreement renewal with ABM Texas General Services, Inc. for the janitorial services and supplies for City facilities, for a not-to-exceed amount of \$120,000 (RFP 2023-19), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures were included in the Fiscal Year 2025-2026 Budget.

#### Background:

ABM Texas General Services (ABM) was selected in 2023 through the Request for Proposal process (RFP 2023-19), which allowed interested parties to submit their qualifications and proposal to provide janitorial services to City facilities, as well as provide janitorial supplies including toilet paper, paper towels, trash can liners, etc.

The proposed services agreement renewal with ABM is for fiscal year 2026, beginning October 1, 2025, and expiring on September 30, 2026. The original services agreement with ABM was for a one-year term, with three additional one-year renewals. Based on the original services agreement the renewal for FY 2025-2026 will be the second allowable renewal with one additional one-year renewal remaining.

Tot total annual agreement amount for janitorial services is \$\_\_\_\_\_, excluding supply purchases, and extra services for festivals, events, and rentals the Community Center. The services agreement allows for a Consumer Price Index (CPI) increase annually at the time of renewal, the requested increase for the base janitorial service from ABM is 2.9%, and as of July 31, 2025, the CPI for Houston was 3.6% for services according to the U.s Bureau of Labor Statistics. Additionally, the additional services including supplies and extra cleaning services, is being lowered based on current price trends and lower demand for supplies and additional services requested.

Fiscal Year	Base Price (janitorial services)	Additional Services – Estimated (supplies & extra services)	Total Agreement Price
FY 2024 (October 1, 2023-September 30, 2024)	\$95,161.32	\$19,838.68	\$115,000.00
FY 2025 (October 1, 2024-September 30, 2025)	\$98,016.48	\$21,983.52	\$120,000.00
FY 2025 (October 1, 2025-September 30, 2026)	\$100,950.48	\$19,049.52	\$120,000.00

This item authorizes a service agreement renewal with ABM Texas General Services, Inc. to provide janitorial services and supplies for City facilities for a not-to-exceed amount of \$120,000, to include janitorial services of \$100,950.48 and \$19,983.52 for janitorial supplies.

**Origination:** Project Management

**Recommendation:**

Staff recommends approving a Service Agreement renewal with ABM Texas General Services, Inc. for janitorial services and supplies for City facilities for an amount not-to-exceed \$120,000.

**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: #100-157-6104  
# 100-157-6311

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 RENEWAL**

**THE STATE OF TEXAS** §

**COUNTY OF HARRIS** §

**Description of Services: Janitorial Services**

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, **ABM Texas General Services, Inc** (the “Company”), with an office at **1776 Yorktown, Suite 800 Houston, TX 77056** City hereby engages the services of Company as an independent contract for Janitorial services, upon the following terms and conditions.

**1. SCOPE OF AGREEMENT RENEWAL**

- 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 RENEWAL; TERMINATION**

- 2.1. This Agreement Renewal shall be effective upon proper execution by the City. It shall be effective from **October 1, 2025 through September 30, 2026**, with One (1) additional one-year renewal option 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 \$120,000.

## 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:

1776 Yorktown Street, Suite 800  
Houston, TX 77056

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 31 day of July, 2025.

A.B.M  
Company  
[Signature]  
Signature  
Francisco Dionisio  
Print Name  
Branch Manager  
Title

AGREED to and ACCPETED this \_\_\_\_ day of \_\_\_\_\_, 2025.

City of Tomball

\_\_\_\_\_  
David Esquivel, PE  
City Manager

**Attest:**

\_\_\_\_\_  
Thomas Harris III  
City Secretary



## **EXHIBIT A**

### **SCOPE OF WORK**

#### **I. General Description**

The City of Tomball is seeking to obtain professional Janitorial Services for nine (9) City owned buildings beginning October 1, 2023, and ending September 30, 2024. The City of Tomball will have the right and option to extend the term for three (3) additional one (1) year periods with the same term and conditions. The City of Tomball will also have the right and option to terminate the Contract upon thirty (30) days written notice.

As part of the proposal the City is also seeking an additional proposal from Proposers to provide janitorial supplies such as toilet tissue, hand soap, hand towels and urinal mats for all facilities.

#### **II. City Facilities**

- A. City Hall, 401 Market Street
  - i. Performed nightly, five days a week after 8 PM, Monday through Friday, excluding City holidays.
- B. Administrative Services Building, 501 James Street
  - i. Performed nightly, five days a week after 8 PM, Monday through Friday, excluding City holidays.
- C. Public Works Service Center, 501 James Street (1<sup>st</sup> floor only)
  - i. Performed nightly, five days a week after 8 PM, Monday through Friday, excluding City holidays.
- D. Tomball Community Center, 221 Market Street
  - i. Performed nightly, five days a week after 8 PM, Monday through Friday, excluding City holidays.
  - ii. Additional cleaning for festivals will be requested in advance.
- E. Tomball Police Department, 400 Fannin Street
  - i. Performed nightly, seven days a week, Monday through Sunday, no City holiday exception.
- F. Fire Station One, 1200 Rudel (Administration Side)
  - i. Performed nightly, five days a week after 8 PM, Monday through Friday, excluding City holidays.
- G. IT (Annex Building), 105 S. Cherry Street
  - i. Performed once per week, Friday only. If City holiday falls on Friday cleaning must be completed the Thursday prior.
- H. Visitors Center (Marketing Building), 215 W Main Street
  - i. Performed once per week, Friday only. If City holiday falls on Friday cleaning must be completed the Thursday prior or Monday following.
- I. South Wastewater Treatment Plant, 12411 Holderrieth Boulevard (Office Building)
  - i. Performed once per week, Friday only. If City holiday falls on Friday cleaning must be completed the Thursday prior.

#### **III. Supplies**

The City is requesting the selected firm to provide all cleaning supplies required to complete the required cleaning, including trashcan liners, disinfectants, and equipment.

In addition, the City is interested in contracting with the selected Proposer to provide daily supplies as an Additive/Alternate in their submitted proposal. These supplies include toilet paper, hand towels, hand soap, and urinal mats. Supplies will need to be provided to all facilities included in the Scope of Work.

IV. Background Clearance

Selected Contractor will enter City buildings using a FOB system. In order to obtain access all employees must pass a background check and fingerprinting.

V. Monthly Checklist

The Contractor will submit monthly checklist to be initialed for each required activity during the month for each facility to ensure compliance with required task of the contract.

VI. Daily General Cleaning

- A. All carpet will be vacuumed, and spot cleaned as needed.
- B. All trash receptacles will be emptied, and trash removed to designated areas.
- C. Clean all furniture including desks, tables, chairs, filing cabinets, bookshelves, and telephones.
- D. Drinking fountains will be cleaned and disinfected and all exposed metal shall be polished and kept free of foreign matter.
- E. All surfaces, including doors, walls, partition panels, ceramic tiles, etc., will be kept clean and free of spots, smudges, and foreign matter.
- F. All glass doors and glass panels including bright metal finishes and handrails will be cleaned, rubbed, and polished. Partition glass will be cleaned to remove smudges and fingerprints.
- G. Delivery areas will be regulated to maintain a clean appearance.
- H. Mats and runners will be thoroughly vacuumed and kept clean.
- I. All non-carpeted common area floors will be maintained by any means necessary to achieve optimum cleanliness and appearance normally associated with a first-class facility.
- J. All hard floor surface will be swept, damp mopped, and spray buffed as needed.

VII. Daily Restroom Cleaning

- A. All restroom fixtures, including sinks, toilet bowls and urinals will be disinfected. All toilets' seats will be disinfected top and bottom. All bright metal accessories, including hardware on plumbing fixtures, partitions and dispensing accessories shall be cleaned and polished weekly.
- B. Trash receptacles will be emptied, cleaned disinfected and lined.
- C. Soap, towels, and tissue dispensers will be filled nightly.
- D. Clean all mirrors.
- E. Restroom walls and partitions will be kept clean and free of spots, smudges, graffiti, and foreign matter.
- F. Restroom floors will be cleaned by mopping and rinsing with a disinfecting solution. A specific mop is used for this area only and item is to be identified as such.

VIII. Daily Kitchen Cleaning

- A. The sink in all kitchen areas is to be cleaned daily and should be polished weekly.
- B. Trash receptacles and lids will be emptied, cleaned, disinfected, and lined.

- C. Kitchen counters and appliance handles are to be wiped down and sanitized.
- IX. Monthly General Cleaning
  - A. Windowsills and blinds dusted.
  - B. All air supply and return grills will be thoroughly cleaned and cobwebs removed from ceiling/corners areas.
  - C. All carpet to detailed vacuumed along baseboards, edges, furniture, under desk, etc.
  - D. Scrub and refinish all the tile floors.
  - E. Wash down bathroom walls, partitions, including doors.
  - F. Urinal mats will be changed monthly in all restrooms.
- X. Quarterly Cleaning
  - A. Shampoo carpet using extraction method at City Hall, Administrative Services Building, Fire Station 1, IT Building, Visitor Center.
- XI. Semi-Annual Cleaning (October and April)
  - A. Strip and wax entire hard surfaces at City Hall, Administrative Services Building, Public Works Service Center, Community Center, Police Department, Fire Station 1, IT Building, Visitor Center.
  - B. Clean all windows- inside and outside- during regular business hours Monday- Friday.
- XII. Schedules of Extra Services and Requirements at Community Center
  - A. When the City's Community Center has a scheduled event during the weekend, it may become necessary to schedule additional services. This service will take place for two of our events the first being Tomball German Heritage Festival which takes place over the last weekend in March. The Second event will be the Tomball German Christmas Market which will take place over the second weekend in December. Both of these events will require cleanings on Saturday and Sunday. If we require additional service on the weekend, that will be requested with two weeks notice.
    - i. Notice of two (2) weeks (14 days) will be provided to the janitorial service. A form indicating the date, day, and rooms to be used will be provided, enabling the janitorial company to plan for additional service following the event. The janitorial service will be provided via email (if provided) or by phone.
    - ii. Weekend Community Center cleaning to include all items under: Daily General Cleaning and Restroom Cleaning.

## EXHIBIT B

FY 2026 RENEWAL : JANITORIAL SERVICES - CITY OF TOMBALL									
COST FOR SERVICES									
ITEM	LOCATION	Cost for Daily General Cleaning (per month)	Cost for Daily Restroom Cleaning (per month)	Cost for Daily Kitchen Cleaning (per month)	Cost for Monthly Cleaning (per month)	Cost for Quarterly Cleaning (per quarter)	Cost for Semi - Annual Cleaning (per occurrence)	2026 New Monthly Billing	Total per year for location
1	City Hall - 401 Market St.	\$ 901.39	\$ 150.23	\$ 30.05	\$ 75.11	\$ 150.24	\$ 195.30	\$ 1,502.32	\$18,027.84
2	Tomball Police Department - 400 Fannin St.	\$ 1,322.06	\$ 220.35	\$ 44.07	\$ 110.18	\$ 273.39	\$ 286.44	\$ 2,256.49	\$27,077.88
3	Public Works Admin. Building - 501 James St.	\$ 1,502.13	\$ 250.39	\$ 50.08	\$ 125.20	\$ 303.44	\$ 325.50	\$ 2,556.74	\$30,680.88
4	Public Works Service Center - 501 James St.	\$ 138.27	\$ 23.04	\$ 4.60	\$ 11.53	\$ 23.04	\$ 29.96	\$ 230.44	\$2,765.28
5	Community Center - 221 Market St.	\$ 652.25	\$ 108.40	\$ 21.73	\$ 54.35	\$ 108.70	\$ 141.33	\$ 1,086.76	\$13,041.12
6	IT(Annex Building) - 105 S. Cherry St.	\$ 73.76	\$ 12.30	\$ 2.46	\$ 6.14	\$ 12.30	\$ 15.98	\$ 122.94	\$1,475.28
7	Fire Station # 1 Administration - 1200 Rudel	\$ 261.61	\$ 43.60	\$ 8.72	\$ 21.80	\$ 43.60	\$ 56.68	\$ 436.01	\$5,232.12
8	Visitors Center (Marketing Building) 215 W. Main Street	\$ 67.94	\$ 10.36	\$ 2.07	\$ 5.19	\$ 11.32	\$ 23.03	\$ 119.91	\$1,438.92
9	S. Waste Water Treatment Plant - 12411 Holderrieth Blvd.	\$ 60.26	\$ 10.04	\$ 2.00	\$ 5.02	\$ 10.55	\$ 13.06	\$ 100.93	\$1,211.16

**TOTAL BID PER YEAR: \$ \$100,950.48**

D-3 REVISED

FY 2026 RENEWAL : JANITORIAL SERVICES - CITY OF TOMBALL				
COST FOR EXTRA SERVICES: Weekends Community Center				
ITEM	DESCRIPTION	Hourly Rate	Minimum Charge	Total
1	Saturday Cleaning Only	\$19.54	\$135.00	\$135.00
2	Sunday Cleaning Only	\$19.54	\$135.00	\$135.00
3	Saturday & Sunday Cleaning	\$19.54	\$135.00	\$135.00

D - 4 REVISED