

NOTICE OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**Monday, March 04, 2024
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, March 04, 2024 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 893 7618 0798 Passcode: 843665. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Invocation - Led by Pastor Richard Jennings - River of Praise
- C. Pledges to U.S. and Texas Flags
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

E. Reports and Announcements

1. Announcements

I. Upcoming Events:

March 9, 2024 – Second Saturday 5:00 pm – 9:00 pm @ Depot

March 14, 2024 – Mayors Kaffeeklatsch (parks update) 8:30 am – 10:00 pm
@ Community Center

March 16, 2024 – Disco @ the Depot 5:00 pm – 9:00 pm

March 22-24 – Tomball German Heritage Festival

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

1. Adopt, on Second Reading, Ordinance No. 2024-03, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 6.87 acres of land legally described as being a portion of the W Hurd Survey, Abstract 378 from Agricultural (AG) to Office (O) zoning. The property is located within the 100 block (west side) of School Street, within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

2. Adopt, on Second Reading, Ordinance 2024-05, an Ordinance of the City of Tomball, Texas, Amending its Code of Ordinances, Section 44-164, Parking Restricted on Certain Streets, Division 2, prohibited. Restricted on certain streets, of Article V, stopping, standing and parking, of Chapter 44, Traffic and Vehicles, establishing a “No Parking, Stopping or Standing” zone along either side of Rudel Drive beginning at the intersection of SH 249 and Rudel Drive, extending east approximately 1725 feet to the intersection of Rudel Drive and Quinn Road; providing a penalty in the amount not to exceed \$200 for each violation hereof; making finding of fact; and providing for other related matters.

- G. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*
1. Approve the Minutes of the February 19, 2024, Regular City Council meeting.
 2. Approve renewal agreement with Texas Department of Public Safety for "Failure to Appear Program" through the Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program to be in line with the 88th Legislative Session changes.
 3. Approve an agreement with Lake Country Chevrolet, LLC, for two Chevrolet Colorado pickup trucks through the TIPS Purchasing (Contract TIPS USA #210907 AUTOMOBILES) for a not-to-exceed amount of \$66,226.50 authorize the expenditure of funds therefor and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.
 4. Approve an agreement with Silsbee Ford for one Ford F-150 utility vehicle through the TIPS Cooperative Purchasing (Contract TIPS USA #200206 Transportation Vehicles) for a not-to-exceed amount of \$41,320.50 authorize the expenditure of funds therefor and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.
 5. Approve request from Tomball Rotary Club for City Support and In-Kind Services for the 2024 Tomball Rotary Annual Big Show at the Depot in downtown Tomball on Saturday, October 5, 2024 from 3:00 a.m. to 9:30 p.m. The estimated In-Kind Services is \$1,140.
 6. Approve request from Tidy Up Tomball for City Support and In-Kind Services for the 2024 Spring Tidy up Tomball Event starting at Tomball Baptist Church and then into the surrounding areas, on Saturday, May 4, 2024 from 8:00 – 11:00 a.m. The estimated In-Kind Services is \$1,140.
 7. Approve a contract with Weisinger Incorporated to complete repairs and maintenance on Pine Street Water Well No. 1 through a BuyBoard Contract (Contract No. 672-22) for a not-to-exceed amount of \$151,125, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2023-2024 Budget.

- [8.](#) Approve an agreement with Tracker Energy Services, Inc. for the construction of the Grand Parkway natural gas gate, for a not-to-exceed amount of \$449,776.40 (Bid No. 2024-07), 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 2023-2024 capital improvement budget.
- [9.](#) Approve Resolution 2024-11, a Resolution of the City Council of the City of Tomball, Texas, approving the Parks, Recreation, and Trails System Master Plan; and Providing an Effective Date.
- [10.](#) Authorize the City Manager to execute a Permanent Easement Agreement for the required easement necessary for the construction of the Grand Parkway Natural Gas Gate.

H. New Business

- [1.](#) Consider abandonment of a City of Tomball unimproved right-of-way and adopt, on First Reading, Ordinance No. 2024-06, an Ordinance of the City of Tomball, Texas, finding and determining that public convenience and necessity no longer require the continued existence of an unimproved right-of-way between Main Street and Alma Street, all situated in the Main Street Addition Plat as recorded in File 189453 of the Map Records of Harris County, Texas; vacating, abandoning, and closing said portion of such unimproved right-of-way; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the City's interest in said unimproved right-of-way; and containing other provisions relating to the subject.
- [2.](#) Approve Resolution Number 2024-12, a Resolution of the City Council of the City of Tomball, Texas approving the Amended and Restated Reimbursement Agreement for the Winfrey Estates Public Improvement District Number 12.
- [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.

I. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 29th day of February 2024 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia, TRMC, CMC, CPM
City Secretary

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 4, 2024

Topic:

Presentation Upcoming Events:

- March 9, 2024 – Second Saturday 5:00 pm – 9:00 pm @ Depot
- March 14, 2024 – Mayors Kaffeeklatsch (parks update) 8:30 am – 10:00 pm @ Community Center
- March 16, 2024 – Disco @ the Depot 5:00 pm – 9:00 pm
- March 22-24 – Tomball German Heritage Festival

Background:

Origination:

Recommendation:

n/a

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	<u>Meagan Mageo</u>	Approved by	_____
	Staff Member		City Manager
	Date		Date

City Council Agenda Item Data Sheet

Meeting Date: March 4, 2024

Topic:

Adopt, on Second Reading, Ordinance No. 2024-03, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 6.87 acres of land legally described as being a portion of the W Hurd Survey, Abstract 378 from Agricultural (AG) to Office (O) zoning. The property is located within the 100 block (west side) of School Street, within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

Public Hearing was held, and First Reading was adopted during the Regular City Council meeting on 02/19/2024.

Origination: ESP Enterprises Inc., represented by Phlex Properties LLC

Recommendation:

Approval

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

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

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES (EXHIBIT “A”); FROM AGRICULTURAL (AG) TO OFFICE (O) DISTRICT; WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, ESP Enterprises Inc. represented by Phlex Properties LLC, has requested that approximately 6.87 acres of land legally described as being a portion of the W Hurd Survey, Abstract 378, being generally located in the 100 block (west side) of School Street, within the City of Tomball, Harris County, Texas (the “Property”), be rezoned; and

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

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

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

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

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

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

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

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

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of Tomball,

declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON 19TH DAY OF FEBRUARY 2024.

COUNCILMAN FORD	<u>YEA</u>
COUNCILMAN STOLL	<u>YEA</u>
COUNCILMAN DUNAGIN	<u>YEA</u>
COUNCILMAN TOWNSEND	<u>YEA</u>
COUNCILMAN PARR	<u>YEA</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON 4TH DAY OF MARCH 2024.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

LORI KLEIN QUINN, Mayor

ATTEST:

Tracylynn Garcia, City Secretary



DVJ
CIVIL ENGINEERING &
LAND SURVEYING

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METES AND BOUNDS DESCRIPTION
6.8940 ACRES (300,302 SQUARE FEET)
WILLIAM HURD SURVEY, ABSTRACT 378
HARRIS COUNTY, TEXAS

Being a tract or parcel, containing 6.8940 acres (300,302 square feet) of land situated in the William Hurd Survey, Abstract Number 378, Harris County, Texas; Said 6.8940 acre tract being all of the remainder of a called 8.183 acre tract of record in the name of RYM Company, Ltd., in Harris County Clerk's File (H.C.C.F.) Number Y990591 and all of a called 0.5645 acre tract of record in the name of RYM Company, Ltd., in H.C.C.F. Number 20090143820; Save and Except a called 1.213 acre tract of record in the name of the City of Tomball in H.C.C.F. Number J819955, a called 0.5388 acre tract of record in the name of the City of Tomball in H.C.C.F. Number 20090143820 and a called 0.1273 acre tract dedicated to the public for Right-of-Way (R.O.W.) purposes of record in Film Code Number 694222, in the Map Records of Harris County (H.C.M.R.), Texas; Said 6.8940 acre tract being more particularly described by metes and bounds as follows (bearing referenced herein are based on the Texas Coordinate System, South Central Zone NAD83):

COMMENCING at a 5/8 inch iron rod found for the northwest corner of aforesaid 1.213 acre tract and the southwest corner of aforesaid 0.5388 acre tract, and being on the north R.O.W. line of Michel Road (80 feet wide)

THENCE, coincident the west line of aforesaid 1.213 acre tract and through and across aforesaid Michel Road, South 02 Degrees 32 Minutes 38 Seconds East, a distance of 80.00 feet to a 5/8 inch iron rod with "VILLA 6751" cap set for the northwest corner and **POINT OF BEGINNING** of the herein described tract and the northeast corner of the remainder of a called 15.891 acre tract of record in the name of Tortuga Operating Company in H.C.C.F. Number 20140565586, and being on the south R.O.W. line of said Michel Road;

THENCE, coincident the north line of the herein described tract and the south R.O.W. line of aforesaid Michel Road the following three (3) courses:

1. North 87 Degrees 26 Minutes 18 Seconds East, a distance of 100.00 feet to a 5/8 inch iron rod with "VILLA 6751" cap set;
2. North 02 Degrees 33 Minutes 42 Seconds West, a distance of 3.86 feet to a 5/8 inch iron rod with "VILLA 6751" cap set;
3. North 87 Degrees 26 Minutes 18 Seconds East, a distance of 460.02 feet to a 5/8 inch iron rod with "VILLA 6751" cap set for the northeast corner of the herein described tract and the southeast corner of aforesaid 0.5388 acre tract, being on the south R.O.W. line of said Michel Road and the west R.O.W. line of School Road (60 feet wide);

THENCE, coincident the east line of the herein described tract the following four (4) courses:

1. South 02 Degrees 42 Minutes 37 Seconds East, a distance of 131.29 feet to a 5/8 inch iron rod with "VILLA 6751" cap set for the southeast corner of aforesaid 0.5645 acre tract;
2. South 02 Degrees 46 Minutes 07 Seconds East, a distance of 187.49 feet to a 5/8 inch iron rod with "VILLA 6751" cap set for the southwesterly terminus of aforesaid School Road;
3. North 87 Degrees 15 Minutes 30 Seconds East, a distance of 30.19 feet to a 5/8 inch iron rod with "VILLA 6751" cap set for the northwest corner of Restricted Reserve "A" in SRP GECAP Tomball MOB, a subdivision duly of record in Film Code Number 694222, H.C.M.R.;
4. South 02 Degrees 40 Minutes 39 Seconds East, a distance of 206.25 feet to a 5/8 inch iron rod with "VILLA 6751" cap set for the southeast corner of the herein described tract and the northeast corner of Lot 7 in Tomball Industrial Park Final Plat, a subdivision duly of record in Film Code Number 437033, H.C.M.R., and being on the west line of aforesaid Reserve "A";



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THENCE, coincident the south line of the herein described tract and the north line of aforesaid Lot 7, South 87 Degrees 25 Minutes 33 Seconds West, a distance of 591.81 feet to a 5/8 inch iron rod with "VILLA 6751" cap set for the southwest corner of the herein described tract and the southeast corner of aforesaid 15.891 acre tract, and being on the north line of said Lot 7;

THENCE, coincident the west line of the herein described tract and the east line of aforesaid 15.891 acre tract, North 02 Degrees 32 Minutes 38 Seconds West, a distance of 521.20 feet to the **POINT OF BEGINNING** and containing 6.8940 acres (300,302 square feet) of land.

Compiled by: Chris Garcia
Checked by: Daniel Villa, Jr.
DVJ Land Surveying
8118 Fry Road, Ste. 402
Cypress, Texas 77433
February 1, 2023
Project Number 23-0059



Location: 100 block (west side) of School Street, being portions of W Hurd Survey, Abstract 378, City of Tomball, Harris County, Texas

Jared Smith

From: Balbir Singh <docsingh@gmail.com>
Sent: Tuesday, February 6, 2024 8:11 PM
To: Jared Smith
Subject: Case# Z24-01

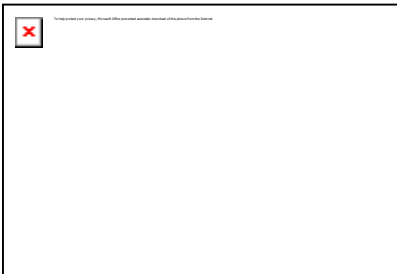
Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.

I am in favor

Michel Road 7.2 Partnership LP
7610 Raes Creek Dr, Spring, TX 77389

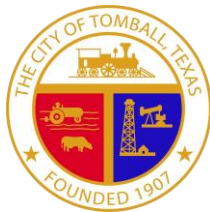
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Thanks



Balbir Singh, M.D.
NW Houston Neurology, P.A.
C - 713-385-8983
DocSingh@gmail.com

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City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z24-01

01/23/2024

The Planning & Zoning Commission will hold a public hearing on **February 12, 2024 at 6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by ESP Enterprises Inc., represented by Phlex Properties LLC. to amend Chapter 50 (*Zoning*) of the Tomball Code of Ordinances, by rezoning approximately 6.87 acres of land legally described as being a portion of the W Hurd Survey, Abstract 378 from Agricultural (AG) to Office (O) zoning. The property is located within the 100 block (west side) of School Street, within the City of Tomball, Harris County, Texas.

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

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **rezoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **February 19, 2024 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions, please contact Jared Smith, City Planner at telephone 281-290-1491 or by email address jasmith@tomballtxgov

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.

CASE #: Z24-01

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

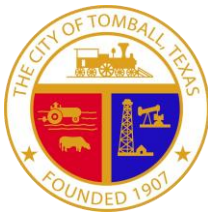
Name:
Parcel I.D.:
Address:

Email: jasmith@tomballtx.gov

I am in favor ☐
Additional Comments:

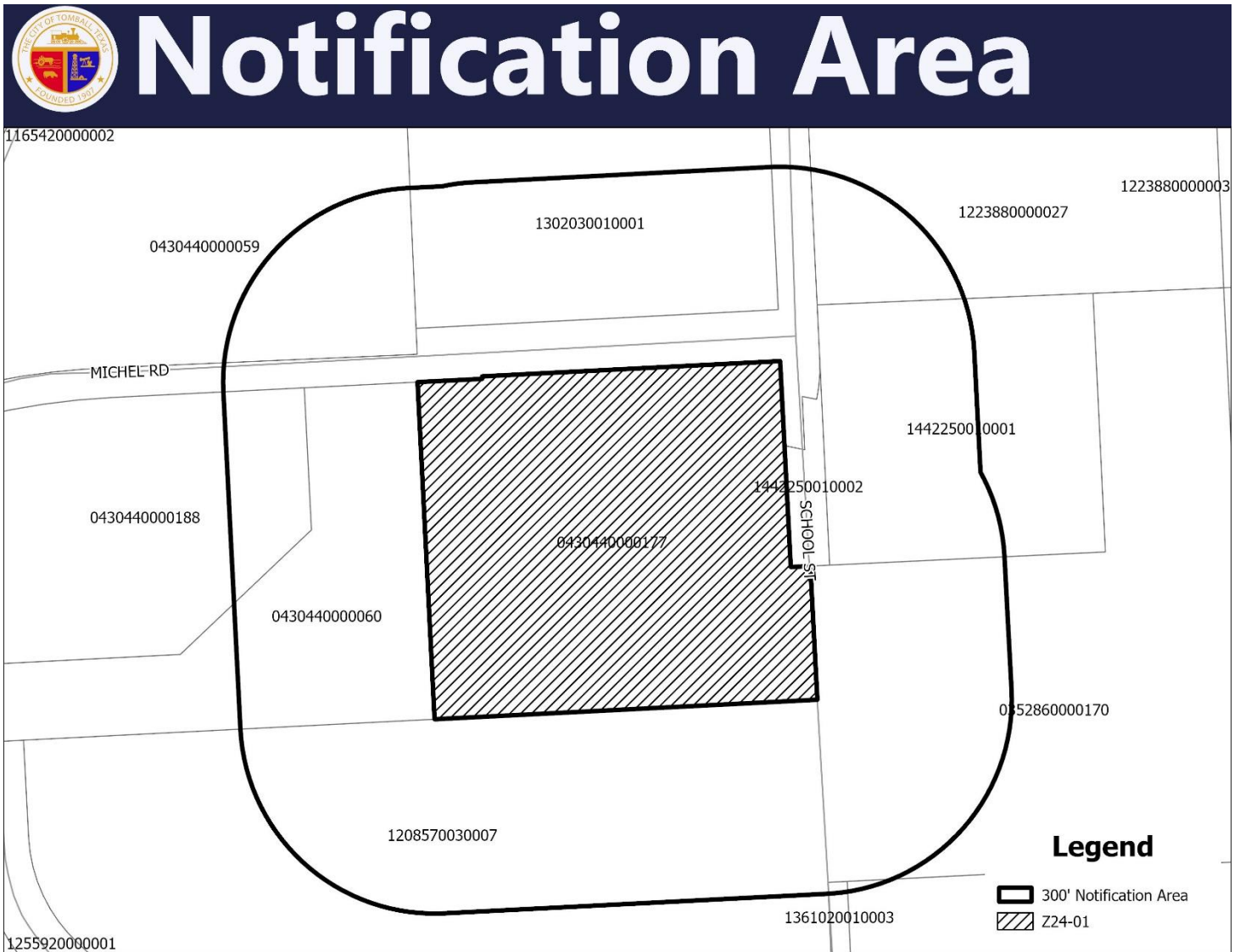
I am opposed ☐

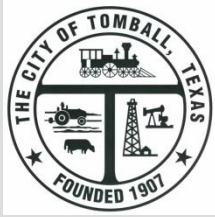
Signature: _____



City of Tomball
Community Development Department

Z24-01





Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: February 12, 2024
City Council Public Hearing Date: February 19, 2024

Rezoning Case: Z24-01

Property Owner(s): ESP Enterprises Inc.

Applicant(s): Phlex Properties LLC.

Legal Description: Being approximately 6.87 acres out of the William Hurd Survey, Abstract 378

Location: Generally located within the 100 block (west side) of School Street, within the City of Tomball, Harris County, Texas. (Exhibit “A”)

Area: 6.87 acres

Comp Plan Designation: Medical District (Exhibit “B”)

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

Request: Rezone from Agricultural (AG) to Office (O)

Adjacent Zoning & Land Uses:

North: Agricultural (AG) / Assisted Living Facility

South: Light Industrial (LI) / Metal Products, stamping and manufacture

West: Agricultural (AG) / Vacant

East: Commercial (C) / Office-General Professional

BACKGROUND

The subject property is currently vacant and undeveloped. The applicant’s request is to rezone the subject property to Office (O) to allow the development of an office complex that will be comprised of 10-20 office buildings which will have individual office suites within each building.

ANALYSIS

Description: The subject property comprises about 6.87 acres, generally located within the 100 block (west side) of School Street. The property is currently zoned Agricultural (AG) and has been within this zoning classification since the City of Tomball adopted zoning in 2008. Immediately

north of the subject property is an assisted living facility within AG zoning, east of the site is Commercial (C) zoning occupied by a professional office building. South of the subject property is zoned Light Industrial (LI) and is occupied by a metal manufacturer. West of the site is vacant land within AG zoning.

Comprehensive Plan Recommendation:

The subject property is designated as “Medical District” by the Comprehensive Plans Future Land Use Map (FLUM). This category is intended to provide an emphasis on healthcare and supporting services and further capitalize on a unique, regionally serving area of the city. The Tomball Regional Medical Center provides a significant physical and economic footprint in the community.

One of the guiding principles of the Comprehensive Plan is to create a Medical District with complimentary land uses. The Comprehensive Plan envisions a variety of uses to create a self-serving campus with active transportation connections to Old Town and Transitional Residential areas for this district. As per the Comprehensive Plan “Open space with a pedestrian focus should be a prominent component of the district”.

The Comprehensive Plan recommends the zoning districts of Planned Development (PD), General Retail (GR), Office (O), and Old Town & Mixed Use (OT & MU) for this designation.

As per the Comprehensive Plan, appropriate land uses include hospitals, clinics, offices, lodging, long-term care, retail, and restaurants. Appropriate secondary uses include private gathering spaces, local utility services, government facilities, and transportation uses.

The proposed zoning and uses are in conformance with the Comprehensive Plan recommendation.

Staff Review Comments:

The request to rezone the subject property to Office (O) supports new development which is consistent with the types of development pattern and character associated with the Future Land Use Plans goal and objective of establishing the Medical District land use category. Further, the requested rezoning will promote land use and development goals identified within the Comprehensive Plan, specifically by encouraging economic development through the continued growth and development of the Medical District while promoting a mixture of supportive uses within a walkable environment, particularly given that the property is near existing assisted living facilities and multi-family residential land uses. Lastly, this property is located at the intersection of Michel Road and School Street, two collector roadways. Intersections such as this are routinely considered appropriate for commercial services as they provide convenient vehicular access and exposure to high volumes of traffic often necessary for commercial businesses to succeed.

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 January 26, 2024. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z24-01.

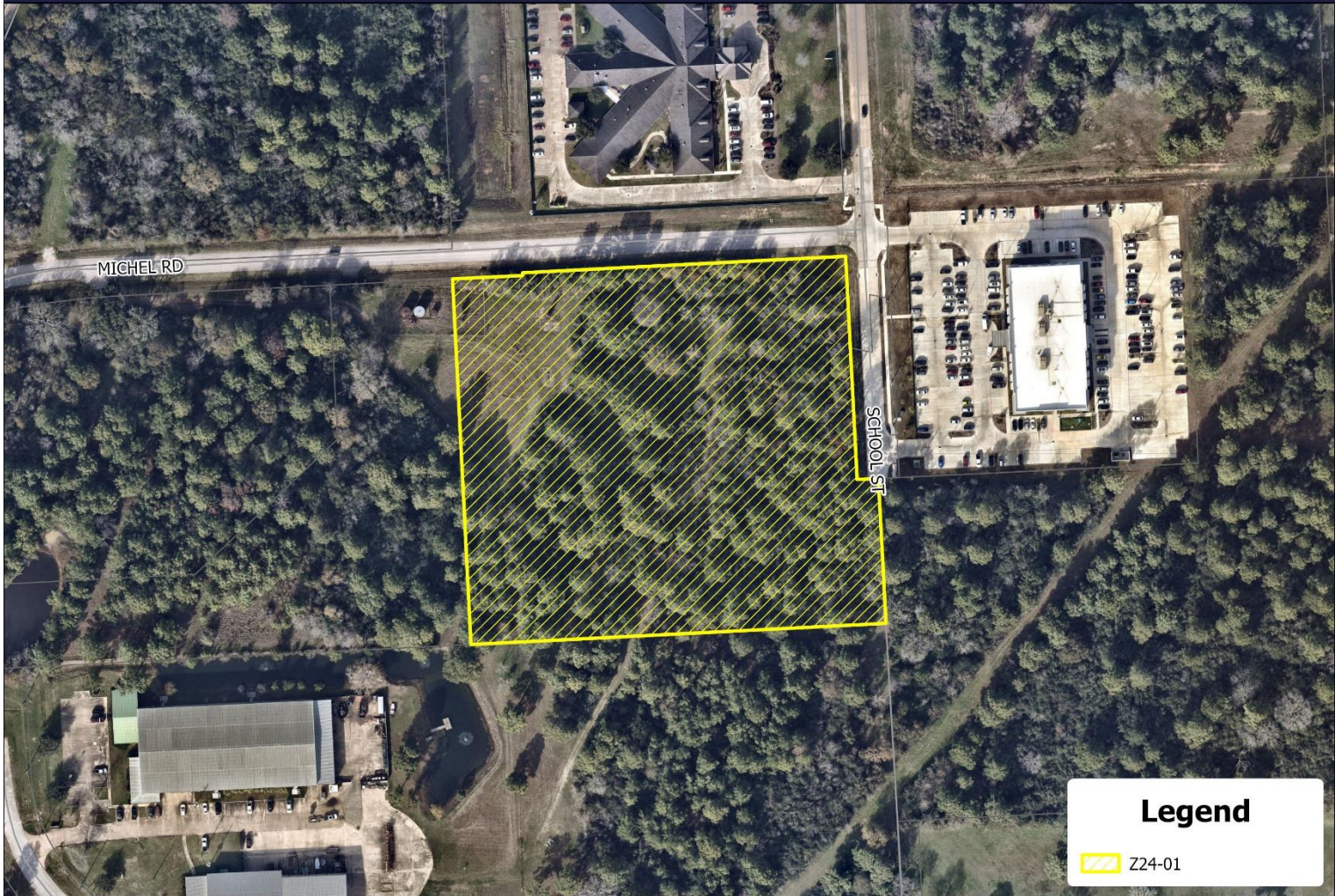
EXHIBITS

- A. Aerial Location Map
- B. Future Land Use Map
- C. Zoning Map
- D. Site Photo(s)
- E. Rezoning Application

Exhibit "A"
Aerial Location Map



Location



Legend

 Z24-01

Exhibit "B"
Future Land Use Plan



Future Land Use

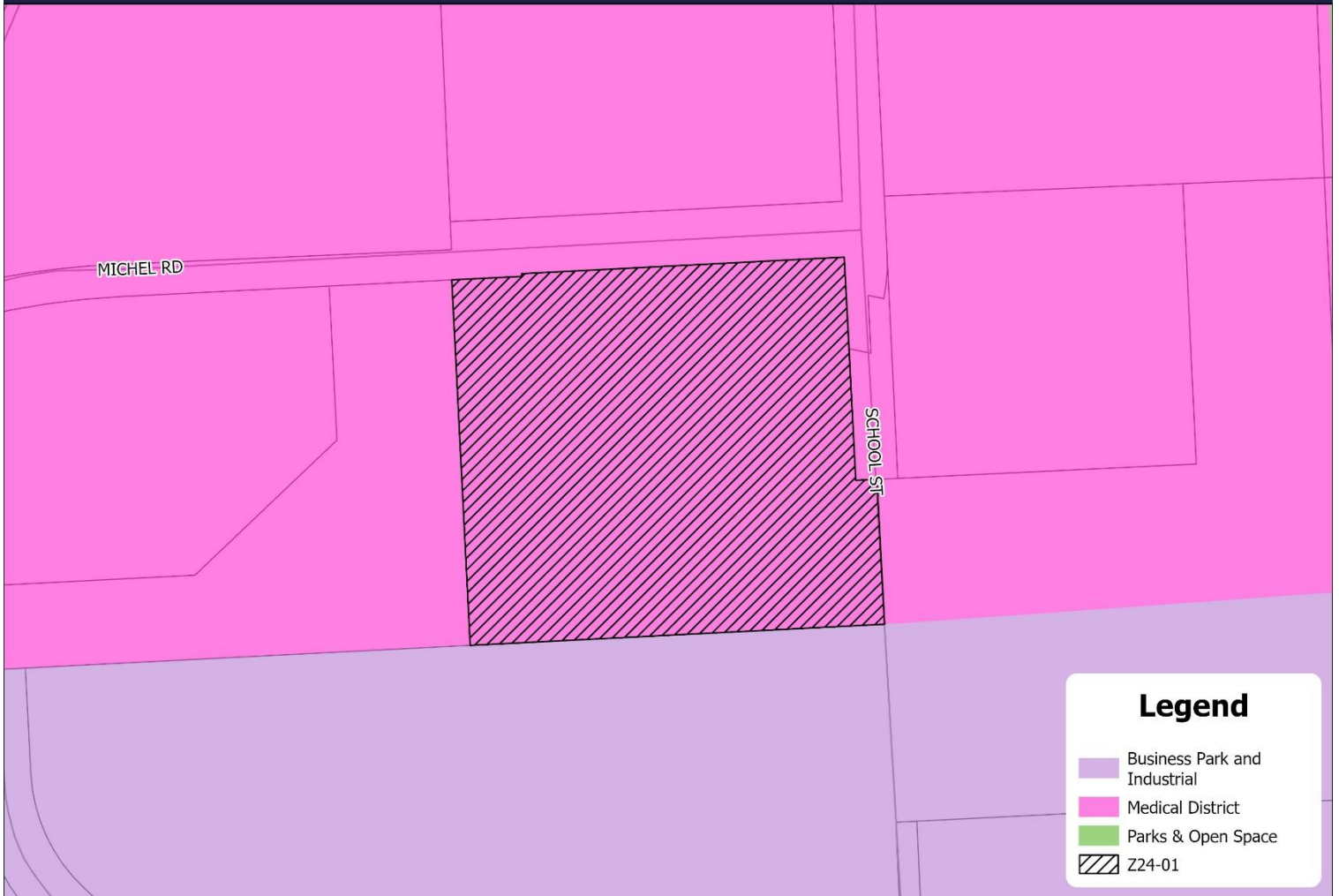


Exhibit "C"
Zoning Map



Zoning



**Exhibit “D”
Site Photo(s)**

Subject Site



Neighbor (West)



Neighbor (East)



Neighbor (North)



Neighbor (South)

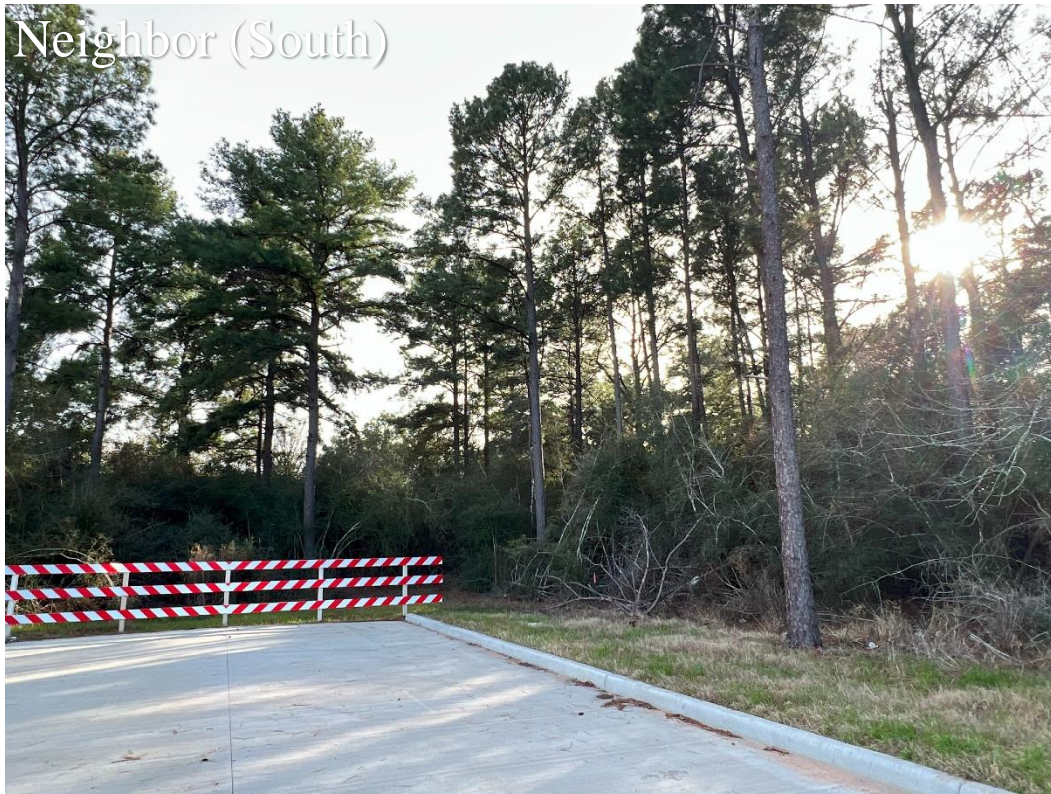


Exhibit "E"
Rezoning Application

Revised: 10/1/2022



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
USERNAME: tombalcedd
PASSWORD: Tomball

Applicant

Name: Phlex Properties LLC - Steve Phelan Title: President
Mailing Address: 13171 Misty Willow Drive City: Houston State: TX
Zip: 77070 Contact: _____
Phone: (713) 397-0735 Email: steve@phlexproperties.com

Owner

Name: ESP Enterprises Inc., Steve Phelan Title: President/Owner
Mailing Address: 13171 Misty Willow Drive City: Houston State: TX
Zip: 77070 Contact: Steve Phelan
Phone: (713) 397-0735 Email: steve@phlexproperties.com

Engineer/Surveyor (if applicable)

Name: RSG Engineering, Inc. - Hind Saad Title: Project Manager
Mailing Address: 13501 Katy Fwy, Suite 3180 City: Houston State: TX
Zip: 77079 Contact: Hind Saad
Phone: (713) 842-7069 Fax: () Email: hind@rsgcompanies.com

Description of Proposed Project: General Retail / Office Space

Physical Location of Property: 0 School Road Tomball, TX 77375
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR14 ABST 378 W HURD
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Agriculture / Land



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

Revised: 10/1/2022

Current Use of Property: Agriculture / Land
Proposed Zoning District: Office
Proposed Use of Property: Professional office space
HCAD Identification Number: 0430440000177 Acreage: 6.87

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.

<u>X</u> 	<u>12/18/23</u>
Signature of Applicant	Date
<u>X</u> 	<u>12/18/23</u>
Signature of Owner	Date



DVJ
CIVIL ENGINEERING &
LAND SURVEYING

8118 Fry Road, Ste. 402, Cypress, Texas 77433 * (281) 213-2517
www.dvjlandsurveying.com * TBPELS Reg. No. 10194609

METES AND BOUNDS DESCRIPTION
6.8940 ACRES (300,302 SQUARE FEET)
WILLIAM HURD SURVEY, ABSTRACT 378
HARRIS COUNTY, TEXAS

Being a tract or parcel, containing 6.8940 acres (300,302 square feet) of land situated in the William Hurd Survey, Abstract Number 378, Harris County, Texas; Said 6.8940 acre tract being all of the remainder of a called 8.183 acre tract of record in the name of RYM Company, Ltd., in Harris County Clerk's File (H.C.C.F.) Number Y990591 and all of a called 0.5645 acre tract of record in the name of RYM Company, Ltd., in H.C.C.F. Number 20090143820; Save and Except a called 1.213 acre tract of record in the name of the City of Tomball in H.C.C.F. Number J819955, a called 0.5388 acre tract of record in the name of the City of Tomball in H.C.C.F. Number 20090143820 and a called 0.1273 acre tract dedicated to the public for Right-of-Way (R.O.W.) purposes of record in Film Code Number 694222, in the Map Records of Harris County (H.C.M.R.), Texas; Said 6.8940 acre tract being more particularly described by metes and bounds as follows (bearing referenced herein are based on the Texas Coordinate System, South Central Zone NAD83):

COMMENCING at a 5/8 inch iron rod found for the northwest corner of aforesaid 1.213 acre tract and the southwest corner of aforesaid 0.5388 acre tract, and being on the north R.O.W. line of Michel Road (80 feet wide)

THENCE, coincident the west line of aforesaid 1.213 acre tract and through and across aforesaid Michel Road, South 02 Degrees 32 Minutes 38 Seconds East, a distance of 80.00 feet to a 5/8 inch iron rod with "VILLA 6751" cap set for the northwest corner and **POINT OF BEGINNING** of the herein described tract and the northeast corner of the remainder of a called 15.891 acre tract of record in the name of Tortuga Operating Company in H.C.C.F. Number 20140565586, and being on the south R.O.W. line of said Michel Road;

THENCE, coincident the north line of the herein described tract and the south R.O.W. line of aforesaid Michel Road the following three (3) courses:

1. North 87 Degrees 26 Minutes 18 Seconds East, a distance of 100.00 feet to a 5/8 inch iron rod with "VILLA 6751" cap set;
2. North 02 Degrees 33 Minutes 42 Seconds West, a distance of 3.86 feet to a 5/8 inch iron rod with "VILLA 6751" cap set;
3. North 87 Degrees 26 Minutes 18 Seconds East, a distance of 460.02 feet to a 5/8 inch iron rod with "VILLA 6751" cap set for the northeast corner of the herein described tract and the southeast corner of aforesaid 0.5388 acre tract, being on the south R.O.W. line of said Michel Road and the west R.O.W. line of School Road (60 feet wide);

THENCE, coincident the east line of the herein described tract the following four (4) courses:

1. South 02 Degrees 42 Minutes 37 Seconds East, a distance of 131.29 feet to a 5/8 inch iron rod with "VILLA 6751" cap set for the southeast corner of aforesaid 0.5645 acre tract;
2. South 02 Degrees 46 Minutes 07 Seconds East, a distance of 187.49 feet to a 5/8 inch iron rod with "VILLA 6751" cap set for the southwesterly terminus of aforesaid School Road;
3. North 87 Degrees 15 Minutes 30 Seconds East, a distance of 30.19 feet to a 5/8 inch iron rod with "VILLA 6751" cap set for the northwest corner of Restricted Reserve "A" in SRP GECAP Tomball MOB, a subdivision duly of record in Film Code Number 694222, H.C.M.R.;
4. South 02 Degrees 40 Minutes 39 Seconds East, a distance of 206.25 feet to a 5/8 inch iron rod with "VILLA 6751" cap set for the southeast corner of the herein described tract and the northeast corner of Lot 7 in Tomball Industrial Park Final Plat, a subdivision duly of record in Film Code Number 437033, H.C.M.R., and being on the west line of aforesaid Reserve "A";



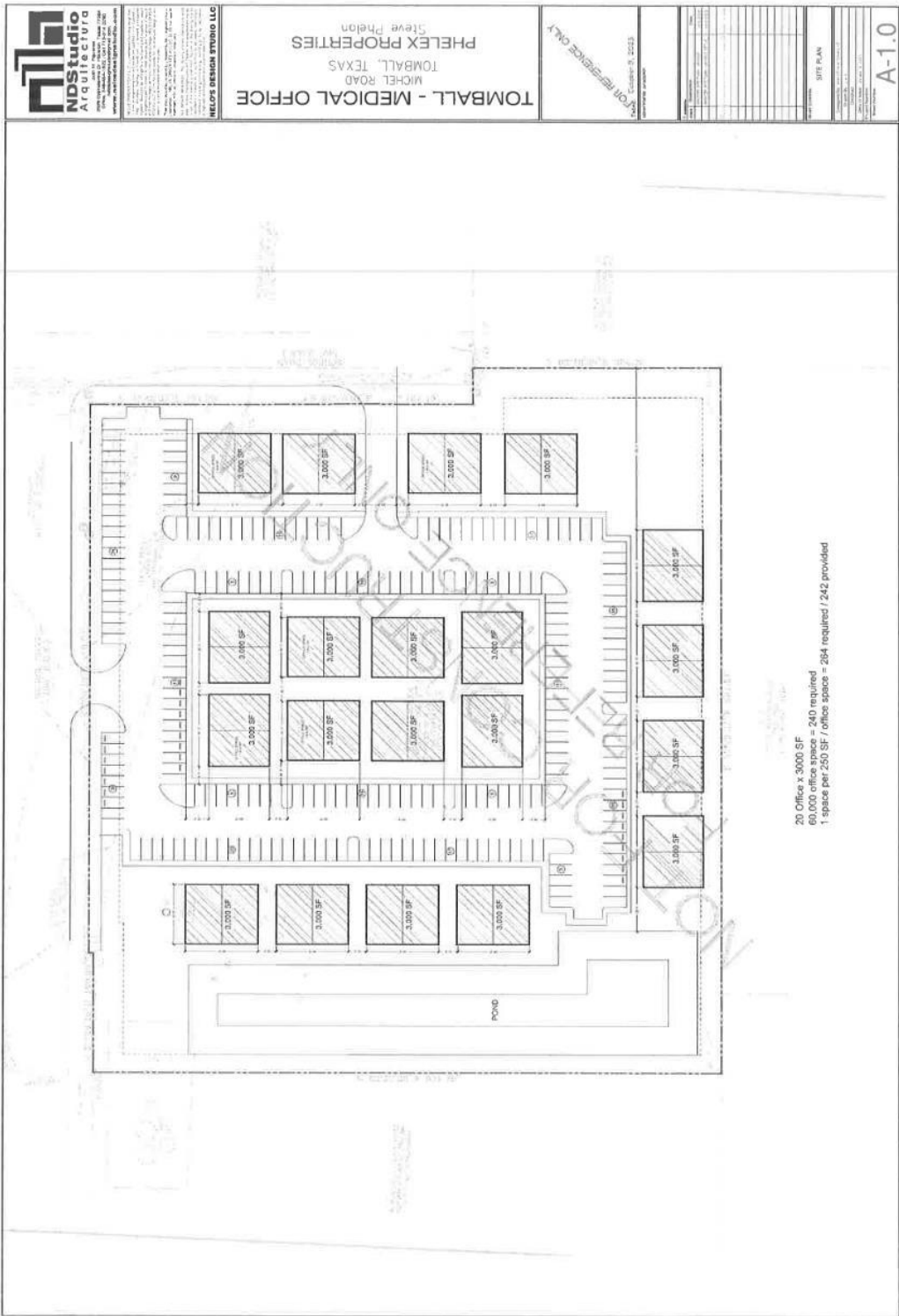
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THENCE, coincident the south line of the herein described tract and the north line of aforesaid Lot 7, South 87 Degrees 25 Minutes 33 Seconds West, a distance of 591.81 feet to a 5/8 inch iron rod with "VILLA 6751" cap set for the southwest corner of the herein described tract and the southeast corner of aforesaid 15.891 acre tract, and being on the north line of said Lot 7;

THENCE, coincident the west line of the herein described tract and the east line of aforesaid 15.891 acre tract, North 02 Degrees 32 Minutes 38 Seconds West, a distance of 521.20 feet to the **POINT OF BEGINNING** and containing 6.8940 acres (300,302 square feet) of land.

Compiled by: Chris Garcia
Checked by: Daniel Villa, Jr.
DVJ Land Surveying
8118 Fry Road, Ste. 402
Cypress, Texas 77433
February 1, 2023
Project Number 23-0059





December 18, 2023

Community Development Department
501 James St.
Tomball, TX 77375

Dear Jared Smith,

We would like to formally request a zoning change for the property located at 0 School Road, also identified as TR14 ABST 378 W HURD. The parcel, comprising approximately 6.87 acres, is currently zoned as Agriculture, and we propose a change to Office zoning.

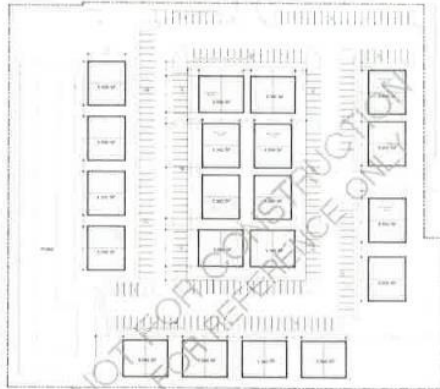
As illustrated in the attached existing zoning map, our vision for this site entails the development of 10-20 free-standing buildings, each serving as individual office suites. The current state of the lot is undeveloped, covered in grass, and our plan is to transform it into a professional office space that will significantly contribute to the enhancement of Tomball's Medical District.



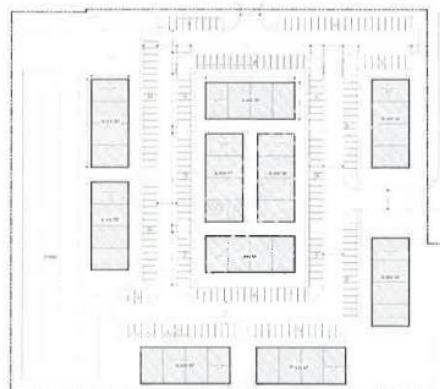


The key features of our proposed project include:

- 10 or 20 free-standing buildings (Please see illustrated models)
- Individual office suites within each building
- Utilization of 6.87 acres for professional office development



Proposed Option 1



Proposed Option 2

This endeavor aligns with our commitment to fostering growth and development within the City of Tomball. The envisaged professional offices aim to not only elevate the aesthetic appeal of the area but also contribute positively to the economic and professional landscape.

Please do not hesitate to reach out to me at 281-456-3032 or lauren@phlexproperties.com. We highly value your time and consideration in reviewing this rezoning request.

Thank you for your attention to this matter, and we look forward to the possibility of contributing to the continued prosperity of Tomball's Medical District.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Phelan".

Steve Phelan, *President*
Phlex Properties

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 4, 2024

Topic:

Adopt, on Second Reading, Ordinance 2024-05, an Ordinance of the City of Tomball, Texas, Amending its Code of Ordinances, Section 44-164, Parking Restricted on Certain Streets, Division 2, prohibited. Restricted on certain streets, of Article V, stopping, standing and parking, of Chapter 44, Traffic and Vehicles, establishing a “No Parking, Stopping or Standing” zone along either side of Rudel Drive beginning at the intersection of SH 249 and Rudel Drive, extending east approximately 1725 feet to the intersection of Rudel Drive and Quinn Road; providing a penalty in the amount not to exceed \$200 for each violation hereof; making finding of fact; and providing for other related matters.

Background:

First Reading was adopted during the Regular City Council meeting on 02/19/2024.

We have received concerns regarding vehicles parking along either side of Rudel Drive between Business 249 and Quinn Road, during the week and weekends. Furthermore, parking along either side of Rudel Drive prevents emergency vehicles from safely traversing Rudel Drive as they restrict the view of emergency vehicle drivers, limit access to the full right-of-way, and slow the response times of emergency vehicles. These concerns have been evaluated by City staff and it was determined to be a safety hazard for vehicles turning either direction from Buvinghausen Street and optimal width for vehicle movement on east or west bound direction of travel.

Based on the traffic hazard being created, staff is recommending that a No Parking Zone be implemented along either side of Rudel Drive between SH 249 and Quinn Road in accordance with Section 545.302 of the Texas Transportation Code which prohibits stopping, standing, or parking within 30 feet on the approach to a flashing signal, stop sign, yield sign, or traffic-control signal located at the side of a roadway; or where an official sign prohibits stopping.

The recommended revisions to Section 44-164 are as follows:

It shall be unlawful for any person to park, stop or stand along either side of Rudel Drive, beginning at the intersection of SH 249 and Rudel Drive, extending east approximately 1725 feet to the intersection of Rudel Drive and Quinn Road.

Origination: Public Works

Recommendation:

Adopt, on Second Reading, Ordinance Number 2024-05, authorizing a No Parking Zone along Rudel Drive.

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

Drew Huffman, Public Work 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	Drew Huffman	Date	Approved by		Date
	Staff Member			City Manager	

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES, SECTION 44-164, PARKING RESTRICTED ON CERTAIN STREETS, OF DIVISION 2, PROHIBITED. RESTRICTED ON CERTAIN STREETS, OF ARTICLE V, STOPPING, STANDING AND PARKING, OF CHAPTER 44, TRAFFIC AND VEHICLES, ESTABLISHING A “NO PARKING, STOPPING OR STANDING” ZONE ALONG EITHER SIDE OF RUDEL DRIVE BEGINNING AT THE INTERSECTION OF SH 249 AND RUDEL DRIVE, EXTENDING EAST APPROXIMATELY 1725 FEET TO THE INTERSECTION RUDEL DRIVE AND QUINN ROAD; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$200 FOR EACH VIOLATION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, the City Council of the City of Tomball has determined that it is in the best interest of the health, safety and welfare of its citizens and the public as a whole, to establish the “No Parking, Stopping and Standing” zone specified in this ordinance; and

WHEREAS, the City desires to prohibit parking, stopping, or standing on street designated below; and

WHEREAS, the City Council wishes to effectuate the changes described in this ordinance as soon as possible; now, therefore,

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

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

Section 2. The City Council has determined that a “No Parking, Stopping or Standing” zone should be established along either side of Rudel Drive beginning at the intersection of SH 249 and Rudel Drive, extending east approximately 1725 feet to the intersection of Rudel Drive and Quinn Road and the necessary traffic control signage altered or implemented to effectuate the establishment of the “No Parking, Stopping or Standing” zone.

Section 3. The Code of Ordinances of the City of Tomball, Texas, Section 44-164 is amended by the addition of the language underscored below:

“Sec. 44-164. Parking restricted on certain streets.

It shall be unlawful for any person to park, stop, or stand along either side of Rudel Drive beginning at the intersection of SH 249 and Rudel Drive, extending east approximately 1275 feet to the intersection of Rudel Drive and Quinn Road.”

Section 4. The Director of Public Works is directed to erect and place signs designating the above area as a “No Parking, Stopping or Standing” area.

Section 5. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence, violate any provision of this Ordinance, shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$200. Each violation shall constitute a separate offense.

Section 6. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 7. This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON 19TH DAY OF FEBRUARY 2024.

COUNCILMAN FORD	<u>YEA</u>
COUNCILMAN STOLL	<u>YEA</u>
COUNCILMAN DUNAGIN	<u>YEA</u>
COUNCILMAN TOWNSEND	<u>YEA</u>
COUNCILMAN PARR	<u>YEA</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON 4TH DAY OF MARCH 2024.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

ATTEST:

Lori Klein Quinn, Mayor

Tracylynn Garcia, City Secretary

City Council Meeting Agenda Item Data Sheet

Meeting Date: March 4, 2024

Topic:

Approve the Minutes of the February 19, 2024, Regular City Council meeting.

Background:

Origination: City Staff

Recommendation:

Approve Minutes

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	<u>Sasha Luna</u>	Approved by	<u></u>
	Staff Member		City Manager
	Date		Date

Proposed Changes to Vacation/Holiday Hours

City Council Meeting
February 5, 2024



Proposed Policy Changes

- Holiday Hours
 - Current Policy: Holiday hours DO NOT count as “hours worked” for the purpose of calculating overtime.
 - Proposed Policy: Holiday hours DO count as “hours worked” for the purpose of calculating overtime.
- Vacation Hours
 - Current Policy: Employees cannot use leave/vacation hours in excess of their regular schedule (e.g. an employee cannot use vacation to record more than 40 hours per week for employees or 106 hours per 14-day cycle for shift firefighters)
 - Proposed Policy: Employees have a choice...
 - Flex time: any vacation used beyond regular schedule will be returned to leave bank
 - Regular time +: any vacation time used beyond regular schedule will be paid at straight time



Holiday Hours: Why the Change?

- Employees may be required to work hours beyond their regular schedule on short weeks due to less work hours to complete the same tasks (e.g. City Council meetings on Tuesdays after holidays).
- Special events/extra shifts occur on weeks coinciding with holidays (e.g. Holiday Parade/Thanksgiving, July 4th occurs in middle of the week).
- Challenges getting employees to volunteer for special shifts when holidays are scheduled in same week/pay period.



Example: Holiday Hours

Jane works a 40-hour per week schedule as a non-exempt employee and earns \$15 per hour. Monday is a holiday and Jane gets 8 hours of time. Jane then works 32 hours Tuesday through Friday and comes in on Saturday for 4 hours to work a special event.

	Current Policy	Proposed Policy
Holiday Pay	8 hours x \$15 per hour = \$120	8 hours x \$15 per hour = \$120
Regular Pay	36 hours x \$15 per hour = \$540	32 hours x \$15 per hour = \$480
Overtime Pay	0 hours x \$15 per hour = \$0	4 hours x \$22.50 per hour = \$90
Total Pay for Week	\$120 + \$540 = \$660	\$120 + \$480 + \$90 = \$690



Vacation Hours: Why the Change?

- Allows employees more control over what happens with vacation time, while still keeping use/lose policy in place to encourage employees to take leave.
- Alleviates issues when an employee takes vacation and is called back for a shift in the same work period.
 - Issue in public safety operations.
- Retention tool to assist employees get value of allowed leave instead of cycling time back to leave bank.
- More clarity in payroll process.



Example: Vacation Hours

Thomas works a 40-hour per week schedule as a non-exempt employee and earns \$25 per hour. Thomas takes off Monday and uses 8 hours of vacation time. Thomas then works 35 hours Tuesday through Friday.

Timecard Hours		8 hours Vacation <u>35 hours Regular Time</u> Total Hours Recorded: 43 hours
Current Policy		
Paid Vacation Time	5 hours Vacation	
Flexed Vacation Time	3 hours returned to Leave Bank	
Total Pay for Week	Vacation Time: 5 hours Vacation x \$25 per hour = \$125 Regular Time: 35 hours Regular x \$25 per hour = \$875 Total pay: \$125 + \$875 = \$1,000	
Proposed Policy		
Option 1:	Flex time as Current Policy	
Option 2:		
Paid Vacation Time	8 hours Vacation	
Flexed Vacation Time	0 hours returned to Leave Bank	
Total Pay for Week	Vacation Time: 8 hours Vacation x \$25 per hour = \$200 Regular Time: 35 hours Regular x \$25 per hour = \$875 Total pay: \$200 + \$875 = \$1,075	



Questions?



Debt Forecast & Utility Rate Impacts

City Council Meeting
February 19, 2024



Outline

- Review of CIP
- Tax Rate Impact Scenarios
- Baseline Forecast
- Utility Scenario I
- Utility Scenario II
- Other Options



Capital Improvement Program – Recap

- Identified need of ~\$368 million; \$172M in 5-year CIP
- Critical needs take priority over other projects
- Funding:
 - Projects funded through a variety of sources: cash on hand, impact fees, general revenues, grants, contributions, and debt
 - Rolling debt program and need to issue new debt each year over the next few years
 - Potential impacts to tax and rate payers



5-Year Capital Improvement Program

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Police	\$150,000	-	-	-	-
Parks	\$1,794,795	\$650,000	-	-	-
Streets	\$4,695,100	\$4,650,000	\$2,500,000	-	-
Water	\$12,745,100	\$17,725,000	\$12,472,000	\$293,000	\$1,380,000
Wastewater	\$32,155,776	\$21,692,000	\$33,273,081	\$16,636,000	\$8,008,000
Combined Utility	\$692,000	-	-	-	-
Gas	\$820,000	-	-	-	-
Facilities	TBD				
TOTAL	\$53,052,771	\$44,717,000	\$48,245,081	\$16,929,000	\$9,388,000



High Priority Projects & New Debt

CO Issuance Schedule

		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Projects	Total Cost	2022 COs	2023 CO	2024 CO	2025 CO	2026 CO
Streets						
North Sycamore St. Parking	\$1,500,000		\$1,500,000			
Water						
Pine Street EST Rehabilitation	\$849,000	\$849,000				
East Water Plant	\$19,541,000	\$3,106,000		\$9,861,000	\$6,574,000	
Baker Drive Water Plant	\$10,179,000	\$5,541,276	\$4,637,724			
Telge Easement Acquisition	\$1,500,000	\$1,500,000				
Wastewater						
FM 2920 Lift Station Consolidation*	\$15,394,100	\$9,009,100	\$4,885,000			
South WWTP Expansion*	\$70,434,457		\$16,977,276	\$20,139,000	\$20,788,081	\$11,965,100
Planned CO Issuance		\$20,005,376	\$28,000,000	\$30,000,000	\$30,000,000	\$30,000,000
Assigned to Projects		\$20,005,376	\$28,000,000	\$30,000,000	\$27,362,081	\$11,965,100

*Additional funding from another source



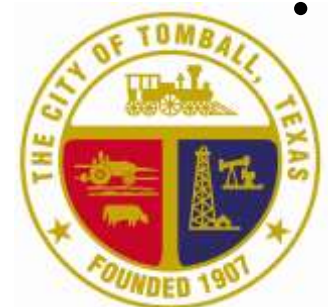
Ways to Mitigate Tax Rate Impacts

- Impact Fees fund Impact Fee eligible projects or contribute to debt service
- Utility rate increases to fund utility system projects
- Contributions from other sources
 - Grants
 - TEDC
- Consider General Obligation bond election for non-critical projects
 - Some facilities may require GO bonds



Tax Rate Impact Scenarios

- Staff looked at 3 scenarios:
 - Baseline scenario: assumes all future debt is tax-supported debt.
 - Scenario I: Assumes Enterprise Fund supports 100% of utility debt issued in FY 2025, starting with 2023 CO issuance.
 - Scenario II: Assumes Enterprise Fund supports 50% of utility debt issued in FY 2025, starting with 2023 CO issuance.
- For all scenarios:
 - 6% taxable value growth
 - 30-year debt
 - Level debt service
 - ~4.5% interest rate
 - M&O set at voter approval rate
 - No additional contributions from other sources other than Enterprise Fund
 - **Only debt issued for priority water/wastewater projects is included**



Baseline Scenario

	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Tax Supported Debt Service Payment	4,957,595	6,425,969	8,206,090	10,016,836	11,602,732
Utility Supported Debt Service Payment	0	0	0	0	0
Total Debt Service Payment	\$4,957,595	\$6,425,969	\$8,206,090	\$10,016,836	\$11,602,732
Projected M&O Tax Rate	0.186777	0.182372	0.178071	0.173871	0.169770
Projected I&S Tax Rate	0.106544	0.166853	0.206915	0.242732	0.268282
Projected Total Tax Rate	0.293321	0.349225	0.384986	0.416603	0.438052
Average COT Tax Bill (\$300,000 value)	\$880	\$1,048	\$1,155	\$1,250	\$1,314
Projected Utility Rate Increase (%)	0.00%	0.00%	0.00%	0.00%	0.00%
Average COT W/WW Utility Bill (10,000 gal)*					
Monthly	\$106	\$106	\$106	\$106	\$106
Yearly	\$1,270	\$1,270	\$1,270	\$1,270	\$1,270
Total Tax Bill + W/WW Utility Bill	\$2,150	\$2,318	\$2,425	\$2,520	\$2,584

*Includes projected NHCRWA fee; does not include solid waste service or gas service charges



Scenario I

	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Tax Supported Debt Service Payment	4,957,595	4,215,696	4,155,964	4,123,189	4,091,748
Utility Supported Debt Service Payment	0	2,210,273	4,050,126	5,893,646	7,510,984
Total Debt Service Payment	\$4,957,595	\$6,425,969	\$8,206,090	\$10,016,836	\$11,602,732
Projected M&O Tax Rate	0.186777	0.182372	0.178071	0.173871	0.169770
Projected I&S Tax Rate	0.106544	0.101655	0.094208	0.088006	0.082257
Projected Total Tax Rate	0.293321	0.284026	0.272278	0.261877	0.252028
Average COT Tax Bill (\$300,000 value)	\$880	\$852	\$817	\$786	\$756
Projected Utility Rate Increase (%)	0.00%	12.30%	12.50%	13.30%	11.20%
Average COT W/WW Utility Bill (10,000 gal)					
Monthly	\$106	\$119	\$134	\$152	\$168
Yearly	\$1,270	\$1,427	\$1,605	\$1,818	\$2,021
Total Tax Bill + W/WW Utility Bill	\$2,150	\$2,279	\$2,421	\$2,604	\$2,777

*Includes projected NHCRWA fee; does not include solid waste service or gas service charges



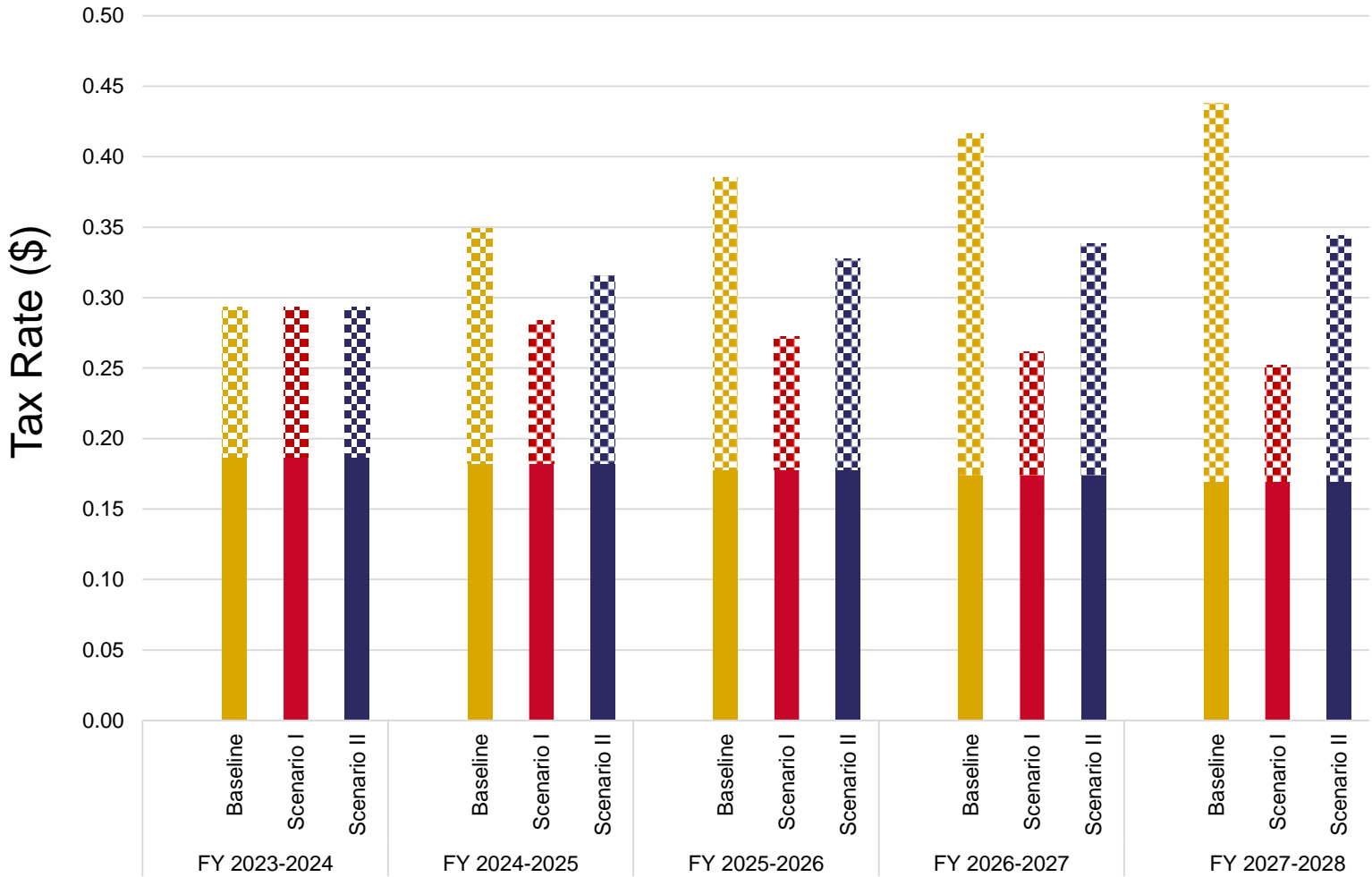
Scenario II

	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Tax Supported Debt Service Payment	4,957,595	5,277,381	6,137,629	7,026,565	7,803,775
Utility Supported Debt Service Payment	0	1,148,588	2,068,461	2,990,271	3,798,957
Total Debt Service Payment	\$4,957,595	\$6,425,969	\$8,206,090	\$10,016,836	\$11,602,732
Projected M&O Tax Rate	0.186777	0.182372	0.178071	0.173871	0.169770
Projected I&S Tax Rate	0.106544	0.132972	0.149354	0.164229	0.174193
Projected Total Tax Rate	0.293321	0.315344	0.327425	0.338099	0.343963
Average COT Tax Bill (\$300,000 value)	\$880	\$946	\$982	\$1,014	\$1,032
Projected Utility Rate Increase (%)	0.00%	9.00%	8.80%	9.20%	6.10%
Average COT W/WW Utility Bill (10,000 gal)					
Monthly	\$106	\$115	\$125	\$137	\$145
Yearly	\$1,270	\$1,384	\$1,506	\$1,644	\$1,743
Total Tax Bill + W/WW Utility Bill	\$2,150	\$2,330	\$2,488	\$2,658	\$2,775

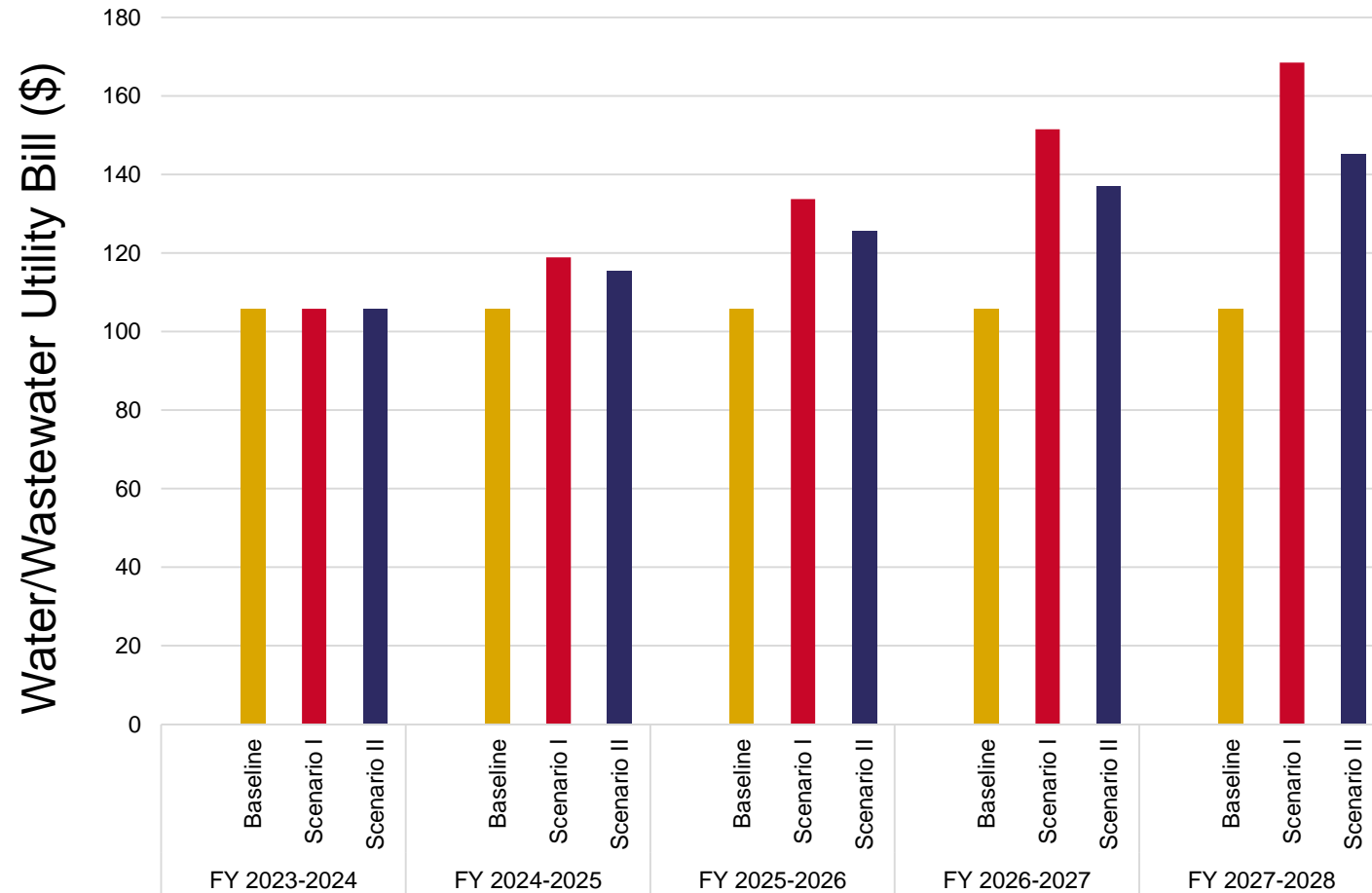
*Includes projected NHCRWA fee; does not include solid waste service or gas service charges



Tax Rate Impacts

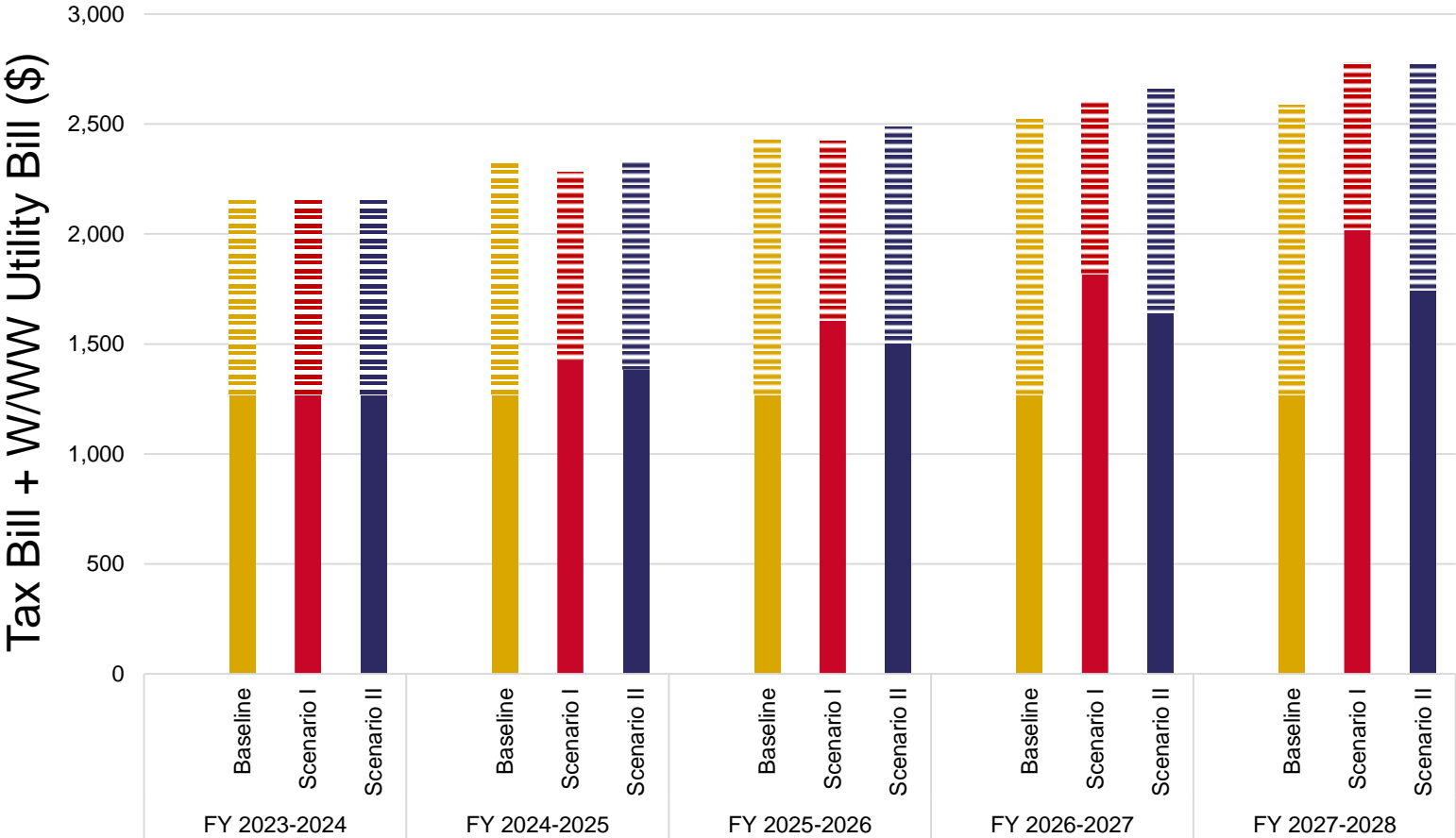


Monthly Utility Bill



Total Estimated Annual Cost to Resident

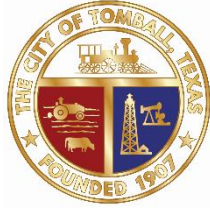
Utility Bill
Property Taxes



Questions?



MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**Monday, February 19, 2024
6:00 PM**

- A. Mayor Klein Quinn called the meeting of the City of Tomball Council to order at 6:00 p.m.

PRESENT

Council 1 John Ford
Council 2 Mark Stoll
Council 3 Dane Dunagin
Council 4 Derek Townsend, Sr.
Council 5 Randy Parr

OTHERS PRESENT:

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Attorney - Loren Smith
City Secretary - Tracylynn Garcia
Assistant City Secretary - Sasha Luna
Records Specialist - Fae Morris
Human Resource Director - Kristie Lewis
Finance Director - Katherine Tapscott
Project Manager - Meagan Mageo
Director of Community Development - Craig Meyers
Director of Information Technology - Tom Wilson
Police Chief - Jeff Bert
Police Captain - Brandon Patin
Fire Chief - Joe Sykora
Assistant Fire Chief - Jeff Cook
Public Works Director - Drew Huffman
Director of Marketing & Tourism - Chrislord Temploneuvo

- B. Invocation - Led by Pastor David Hinkle - Tomball Bible Church
- C. Pledges to U.S. and Texas Flags led by City Attorney, Loren Smith
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

No public comments were received.

E. Presentations

1. Meagan Mageo presented the completion of the Helping Hands Program with grant funding provided by Southeast Texas Housing.

F. Reports and Announcements

1. Announcements

I. Upcoming Events:

- February 20, 2024 – Tomball Trail Ride (SHTR) 12:00 pm – 2:00 pm @ Depot
- March 9, 2024 – Second Saturday 5:00 pm – 9:00 pm @ Depot
- March 16, 2024 – Electric Tomball/Depot Disco 5:00 pm – 9:00 pm @ Depot
- March 22-24 – Tomball German Heritage Festival

II. Reports & Announcements by Mayor or City Council:

- Council Member Stoll – May 4, 2024, General Election
- Council Member Townsend Sr. – May 4, 2024, General Election

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

1. Approve, on Second Reading, Resolution No. 2024-03-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and LOMA Health & Wellness, PLLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 604 Baker Drive, Unit D, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$8,880.00.
2. Approve, on Second Reading, Resolution No. 2024-04-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Della Casa Pasta, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 22525 Hufsmith-Kohrville Rd., Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.
3. Approve, on Second Reading, Resolution No. 2024-05-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and the City of Tomball to make direct incentives to, or expenditures for, improvements to the North and South 100 Block and North 200 Block Alleyways located in the City of Tomball, Texas. The estimated amount of expenditures for such Project is an amount not to exceed \$1,188,834.00.
4. Approve, on Second Reading, Resolution No. 2024-06-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds for the Summer Youth Employment Program, that will, among other things, reimburse qualified business owners for certain employment costs related to employing young people in the City during the summer months, in order to promote new or expanded business development in and around the City.
5. Adopt, on Second Reading, Ordinance No. 2023-55, an Ordinance of the City of Tomball, Texas, amending Chapter 50 – Article III (*District Regulations*) adding Section 50-75.1 – Neighborhood Retail District (NR) zoning classification and subsequent district standards. Modifying Section 50-82 (*Use regulations (charts)*). Modifying Section 50-112 (*Off Street Parking and Loading Requirements*) adding parking regulations within the Neighborhood Retail District. Modifying Section 50-113 (*Landscape Requirements*) specifying parking lot screening requirements. Modifying Section 50-115 (*Screening, Buffering and Fencing Requirements*) replacing subsection (b)(1) (*Screening of Non-Residential, Multifamily, and*

manufactured (mobile) home parks) with new land use buffering standards; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Ford to approve consent agenda.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

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

1. Approve the Minutes of the February 5, 2024, Regular City Council meeting and the February 9, 2024, Special City Council meeting.
2. Approve an interlocal agreement with Harris County Public Health for the facilitation of a Closed Point of Distribution and authorize the City Manager any and all documents related to the agreement.
3. Approve the purchase of vehicle upfitting from Dana Safety Supply, Inc. through a BuyBoard Cooperative Purchasing Network (Contract #698-23) for a not-to-exceed amount of \$196,400, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2023-2024 Budget.
4. Approve a professional services agreement with Raba Kistner for annual groundwater monitoring for the closed landfill for a not-to-exceed amount of \$40,395, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2023-2024 Budget.
5. Approve a professional services agreement with Raba Kistner for annual gas monitoring for the closed landfill for a not-to-exceed amount of \$20,495, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2023-2024 Budget.

6. Approve contract renewal for Every-Bellies Catering, LLC to be the preferred beer and wine provider at six (6) city-sponsored festivals.

Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin to approve consent agenda.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

I. New Business

1. Discussion and Approval of Change to the City Policy related to Vacation/Holiday Hours

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

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

2. Appoint/Reappoint Members to Position 1, 4 and 7 of the Tourism Advisory Committee.

Motion made by Council 5 Parr, Seconded by Council 2 Stoll to Reappoint Matthew Harris to Resident Position 1 and Melanie Sutton to Hotel Position 7.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

3. Jessica Rogers presented the utility rate study and debt forecast.

No action was taken.

4. Discussion and possible action regarding liens imposed by the City of Tomball at 0 Clayton Street.

Colleen Pye
207 Florence St.
Tomball 77375

-

In favor of removing associated lien fees.

George Collins
28803 Meadow Falls - In favor of lowering associated lien fees.
Magnolia 77355

Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin to remove fees if the property owner was not duly notified of the liens placed on 0 Clayton St.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Motion made by Council 4 Townsend, Sr. to lower the fees associated with liens placed on 0 Clayton St. to \$500.00.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

5. Consideration to Approve **Zoning Case Z24-01**: Request by ESP Enterprises Inc., represented by Phlex Properties LLC. to amend Chapter 50 (*Zoning*) of the Tomball Code of Ordinances, by rezoning approximately 6.87 acres of land legally described as being a portion of the W Hurd Survey, Abstract 378 from Agricultural (AG) to Office (O) zoning. The property is located within the 100 block (west side) of School Street, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case Z24-01**

- Mayor Klein Quinn called the PH to order at 7:45 pm
- Hearing no comments the Mayor closed the PH at 7:46 pm

Adopt, on First Reading, Ordinance No. 2024-03, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (*Zoning*) of the Tomball Code of Ordinances by rezoning approximately 6.87 acres of land legally described as being a portion of the W Hurd Survey, Abstract 378 from Agricultural (AG) to Office (O) zoning. The property is located within the 100 block (west side) of School Street, within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Motion made by Council 5 Parr, Seconded by Council 4 Townsend, Sr., to read by caption only Ordinance No. 2024-03

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve, on First Reading, Ordinance No. 2024-03.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

6. Adopt, on First Reading, Ordinance 2024-05, an Ordinance of the City of Tomball, Texas, Amending its Code of Ordinances, Section 44-164, Parking Restricted on Certain Streets, Division 2, prohibited. Restricted on certain streets, of Article V, stopping, standing and parking, of Chapter 44, Traffic and Vehicles, establishing a “No Parking, Stopping or Standing” zone along either side of Rudel Drive beginning at the intersection of SH 249 and Rudel Drive, extending east approximately 1725 feet to the intersection of Rudel Drive and Quinn Road; providing a penalty in the amount not to exceed \$200 for each violation hereof; making finding of fact; and providing for other related matters.

Motion made by Council 5 Parr, Seconded by Council 4 Townsend, Sr., to read by caption only Ordinance No. 2024-05.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Motion made by Council 5 Parr, Seconded by Council 4 Townsend, Sr., to approve, on First Reading, Ordinance No. 2024-05.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

7. Conduct a Public Hearing and Approve Resolution 2024-10, a Resolution of the City of Tomball, Texas, Establishing Guidelines and Criteria for Tax Abatements in the City of Tomball.

- Mayor Klein Quinn called the PH to order at 7:51 pm
- Hearing no comments the Mayor closed the PH at 7:52 pm

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll to approve Resolution 2024-10.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

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

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

Executive session started: 7:53 PM

Executive session ended: 8:30 PM

J. Adjournment

Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Parr.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

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 15th day of February 2024 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

PASSED AND APPROVED this 4th day of March, 2024.

Tracylynn Garcia
City Secretary, TRMC, CMC, CPM

Lori Klein Quinn
Mayor



City of Tomball

2023 Water Wastewater and Gas Rate Study and Financial Forecast

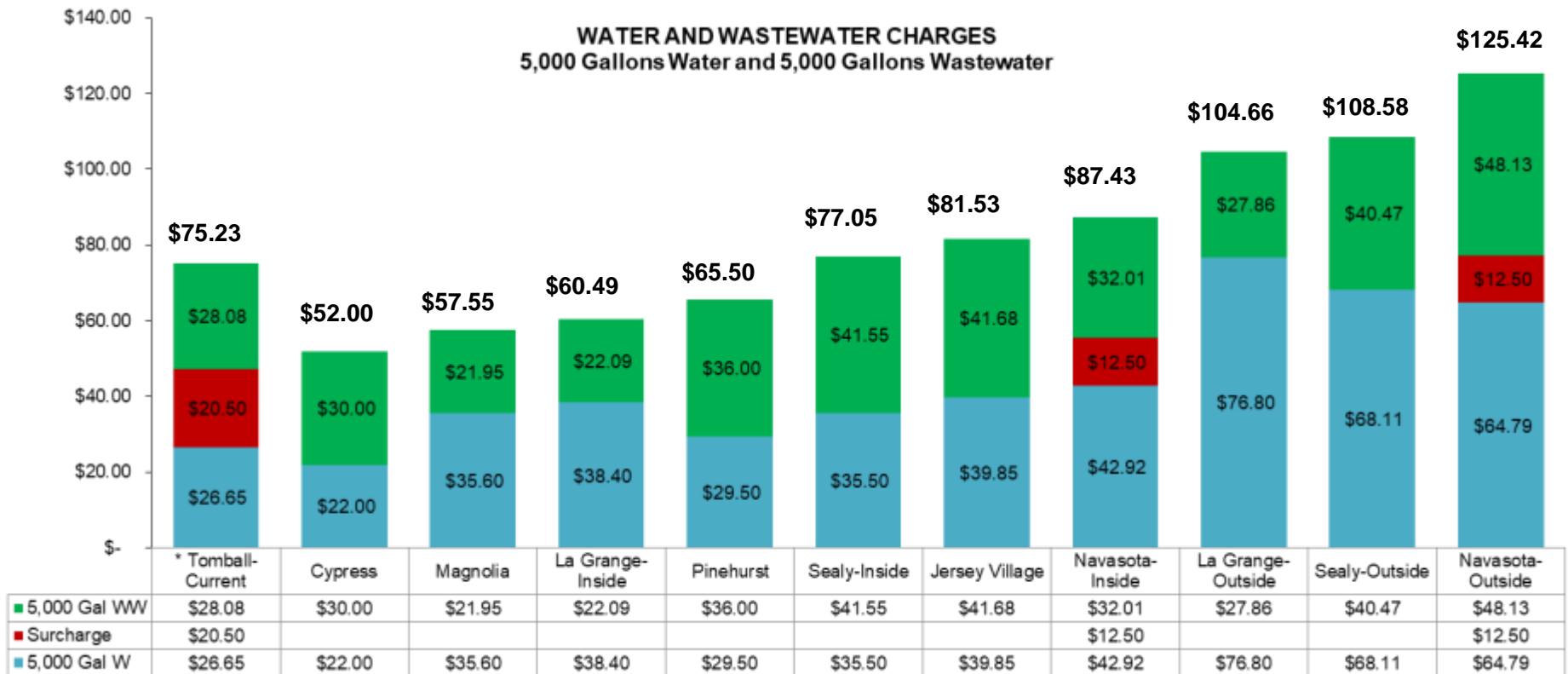
Council Presentation



February 2024

Water and Wastewater Utility Analysis and Recommendations

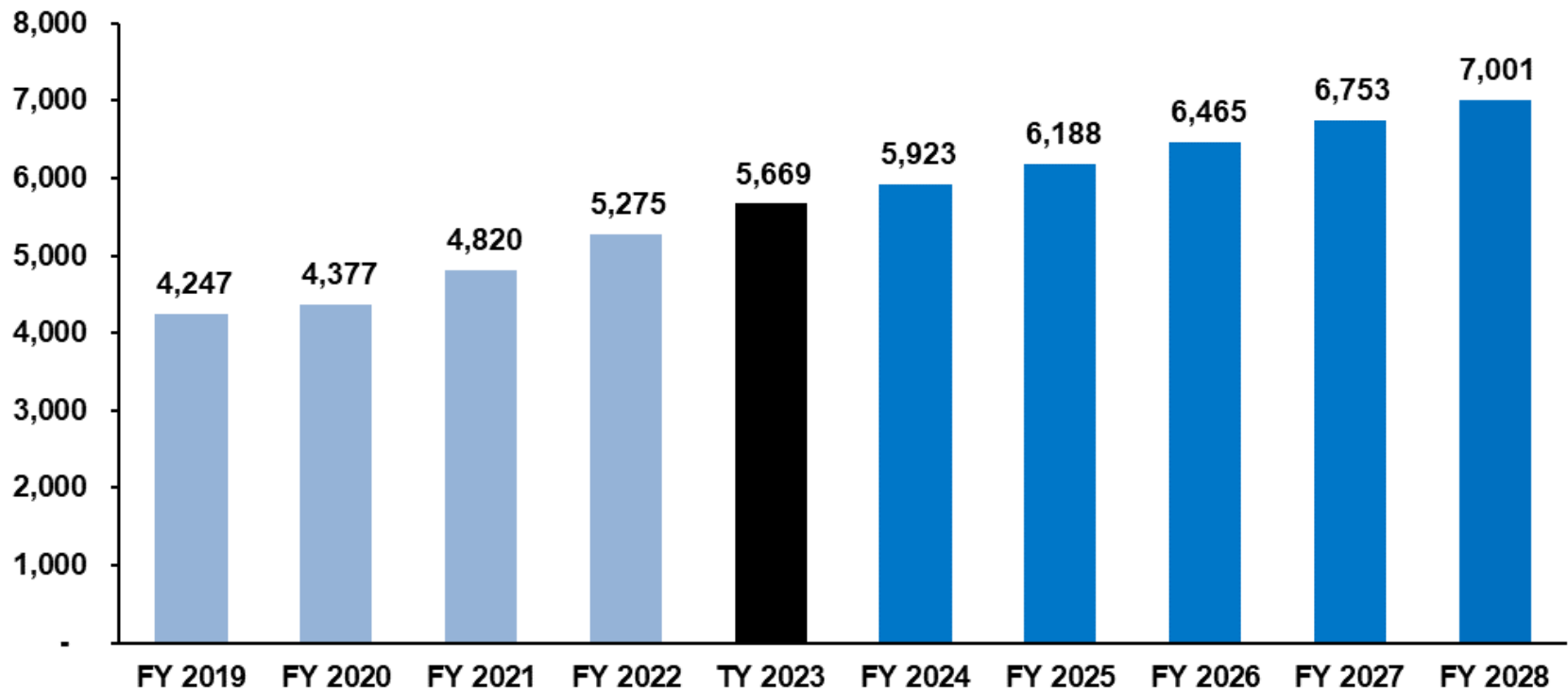
Total Monthly Residential Charge 5,000 Gallons Water & 5,000 Gallons WW



Historical and Forecast Total Water Accounts Through FY 2028



Average Annual Growth Rate FY2023 thru FY2028 = 3.6%



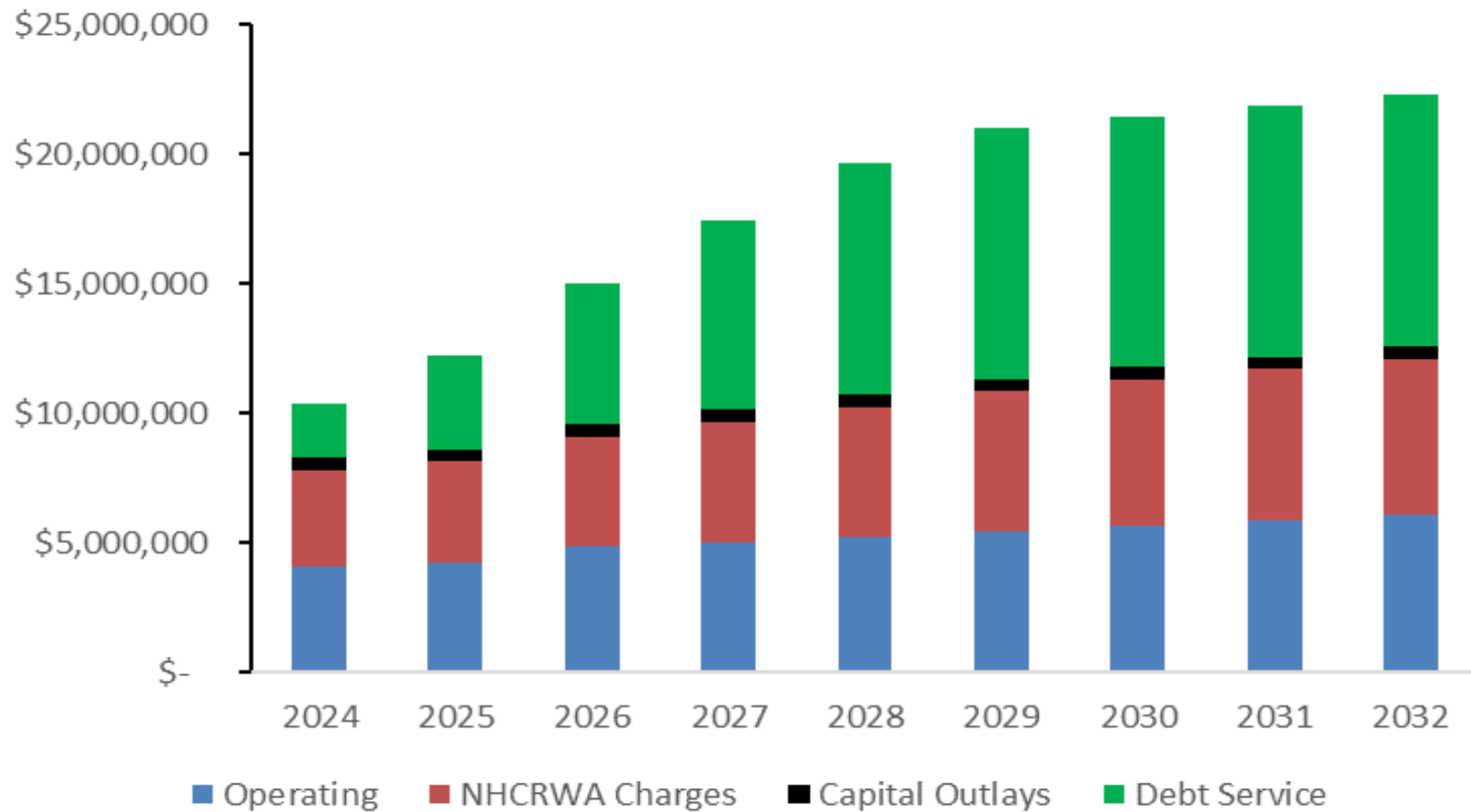
Key Assumptions Driving Financial Forecast and Rate Plan



- Most personnel and operating expenses forecast to increase 3 - 4% per year
- Certain expenses projected to increase at higher rates due to growth -- meters, vehicle expense, chemicals, etc.
- **Biggest impacts on rate plan:**
 - NHCRWA costs
 - **\$138M** in Debt required to fund CIP



Water and WW Cost of Service Forecast 2024 - 2028



Proposed Water/Wastewater Long Term Rate Plan – Scenario I and II



- 4-year rate plan with rate adjustments in October 2024 – October 2027
- Recommend standardizing minimum charges – at a future date implement meter equivalencies
- NHCRWA rate remains a pass-through
- Rate Plan Scenarios:
 - **Scenario I** -- Fully funds \$138M of new debt
 - **Scenario II** -- 50% of new debt service funded from tax revenue



Scenario I

Proposed Water and Wastewater Rate Plan



		Current	Effective Oct-24	Effective Oct-25	Effective Oct-26	Effective Oct-27
WATER RATES - RESIDENTIAL						
Base Charge	Current					
-	10,000	\$ 11.55	\$ -	\$ -	\$ -	-
10,001	15,000	13.29	-	-	-	-
15,001	Above	15.29	-	-	-	-
	Uniform	-	12.85	13.65	14.50	15.40
Volume Rate Per 1,000 Gal						
-	10,000	3.02	3.20	3.39	3.60	3.81
10,001	15,000	3.77	4.00	4.24	4.49	4.76
15,001	Above	4.72	5.00	5.30	5.62	5.96
NHCRWA Surcharge Per 1,000 Gal		3.60	3.80	4.00	4.20	4.40
WATER RATES - COMMERCIAL						
Base Charge	Current					
-	5,000	19.56	-	-	-	-
5,001	50,000	31.48	-	-	-	-
51,001	Above	55.11	-	-	-	-
	Uniform	-	29.10	30.85	32.75	34.75
Volume Rate Per 1,000 Gal						
-	5,000	3.66	3.88	4.11	4.36	4.62
5,001	50,000	4.58	4.85	5.15	5.45	5.78
51,001	Above	5.72	6.06	6.43	6.81	7.22
NHCRWA Surcharge Per 1,000 Gal		3.60	3.80	4.00	4.20	4.40
WASTEWATER RATES - RESIDENTIAL						
Monthly Base Charge		\$ 10.23	\$ 13.15	\$ 16.85	\$ 21.60	25.95
Volume Rate Per 1,000 Gal -- Winter Avg		3.57	4.57	5.85	7.49	8.98
WASTEWATER RATES - COMMERCIAL						
Base Charge		24.91	31.95	40.90	52.40	62.90
Volume Rate Per 1,000 Gal						
-	5,000	4.53	5.80	7.42	9.50	11.40
5,001	51,000	5.65	7.23	9.26	11.85	14.22
51,001	Above	7.07	9.05	11.58	14.83	17.79

Scenario I

Impact on Monthly Charges



	Current	Effective Oct-24	Effective Oct-25	Effective Oct-26	Effective Oct-27
Residential Monthly Water/WW Charge					
5,000 Gallons W; 5,000 WW	\$ 54.73	\$ 64.85	\$ 76.71	\$ 91.52	\$ 105.33
NHCRWA Surcharge	18.00	19.01	20.02	21.02	22.02
Total	72.73	83.86	96.73	112.53	127.36
Dollar Inc		\$ 11.13	\$ 12.87	\$ 15.81	\$ 14.82
Percent Inc		15.3%	15.3%	16.3%	13.2%
10,000 Gallons W; 5,000 WW	\$ 69.83	\$ 80.86	\$ 93.68	\$ 109.50	\$ 124.40
NHCRWA Surcharge	36.00	38.02	40.03	42.03	44.05
Total	105.83	118.88	133.71	151.54	168.45
Dollar Inc		\$ 13.05	\$ 14.83	\$ 17.83	\$ 16.91
Percent Inc		12.3%	12.5%	13.3%	11.2%
Commercial Monthly Water/WW Charge					
20,000 Gallons W/ 20,000 WW	\$ 250.79	\$ 290.74	\$ 345.47	\$ 414.00	\$ 477.77
NHCRWA Surcharge	72.00	76.03	80.06	84.06	88.10
Total	322.79	366.77	425.53	498.07	565.87
Dollar Inc		\$ 43.98	\$ 58.76	\$ 72.54	\$ 67.80
Percent Inc		13.6%	16.0%	17.0%	13.6%

Scenario II

Proposed Water and Wastewater Rate Plan



		Current	Effective Oct-24	Effective Oct-25	Effective Oct-26	Effective Oct-27
WATER RATES - RESIDENTIAL						
Base Charge	Current					
-	10,000	\$ 11.55	\$ -	\$ -	\$ -	-
10,001	15,000	13.29	-	-	-	-
15,001	Above	15.29	-	-	-	-
	Uniform	-	12.50	12.90	13.30	13.70
Volume Rate Per 1,000 Gal						
-	10,000	3.02	3.11	3.20	3.30	3.40
10,001	15,000	3.77	3.88	4.00	4.12	4.24
15,001	Above	4.72	4.86	5.01	5.16	5.31
NHCRWA Surcharge Per 1,000 Gal		3.60	3.80	4.00	4.20	4.40
WATER RATES - COMMERCIAL						
Base Charge	Current					
-	5,000	19.56	-	-	-	-
5,001	50,000	31.48	-	-	-	-
51,001	Above	55.11	-	-	-	-
	Uniform	-	28.30	29.15	30.05	31.00
Volume Rate Per 1,000 Gal						
-	5,000	3.66	3.77	3.88	4.00	4.12
5,001	50,000	4.58	4.72	4.86	5.00	5.15
51,001	Above	5.72	5.89	6.07	6.25	6.44
NHCRWA Surcharge Per 1,000 Gal		3.60	3.80	4.00	4.20	4.40
WASTEWATER RATES- RESIDENTIAL						
Monthly Base Charge		\$ 10.23	\$ 12.30	\$ 14.80	\$ 17.80	19.60
Volume Rate Per 1,000 Gal – Winter Avg		3.57	4.28	5.14	6.17	6.79
WASTEWATER RATES - COMMERCIAL						
Base Charge		24.91	29.95	35.95	43.15	47.50
Volume Rate Per 1,000 Gal						
-	5,000	4.53	5.44	6.52	7.83	8.61
5,001	51,000	5.65	6.78	8.14	9.76	10.74
51,001	Above	7.07	8.48	10.18	12.22	13.44

Scenario II

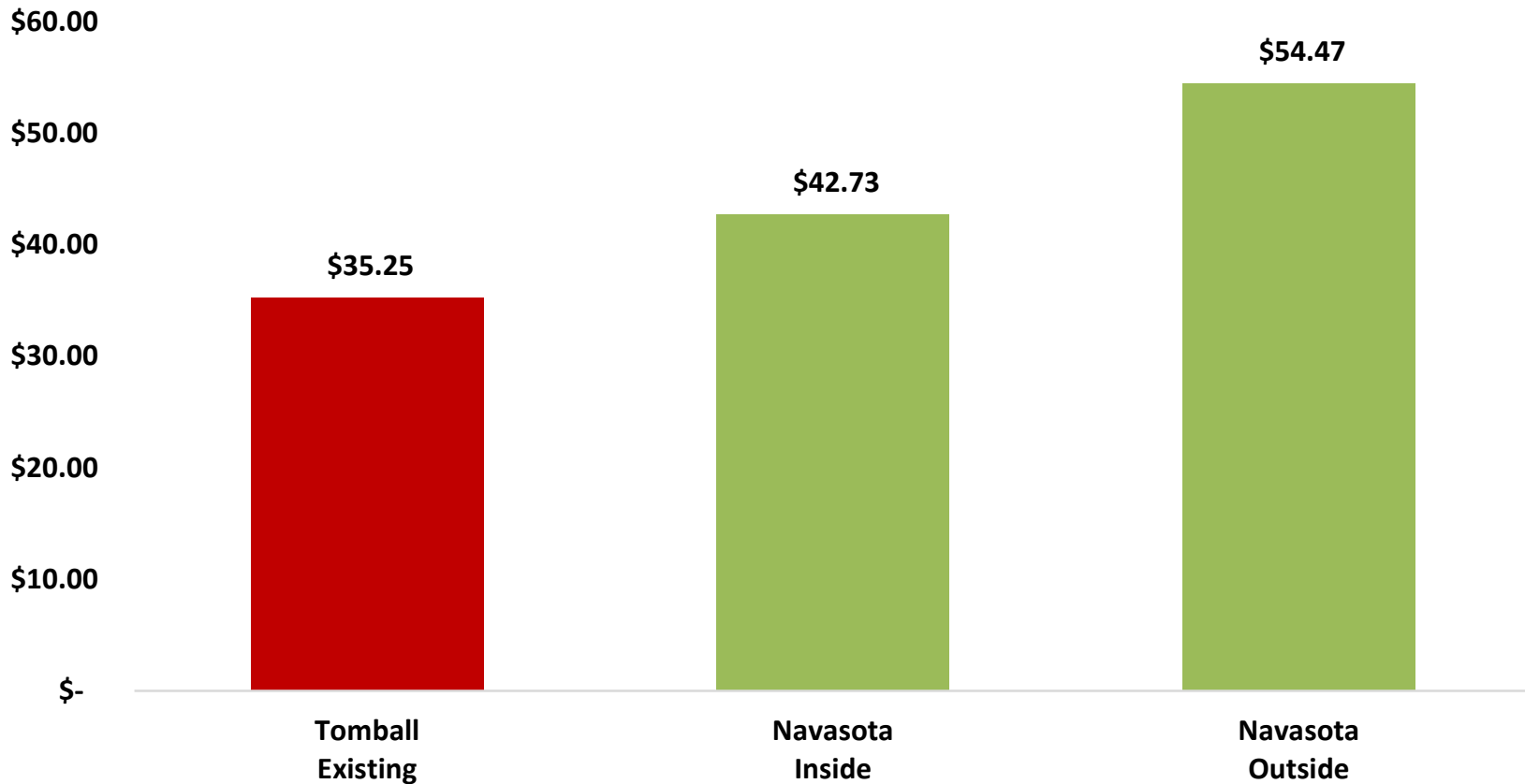
Impact on Monthly Charges



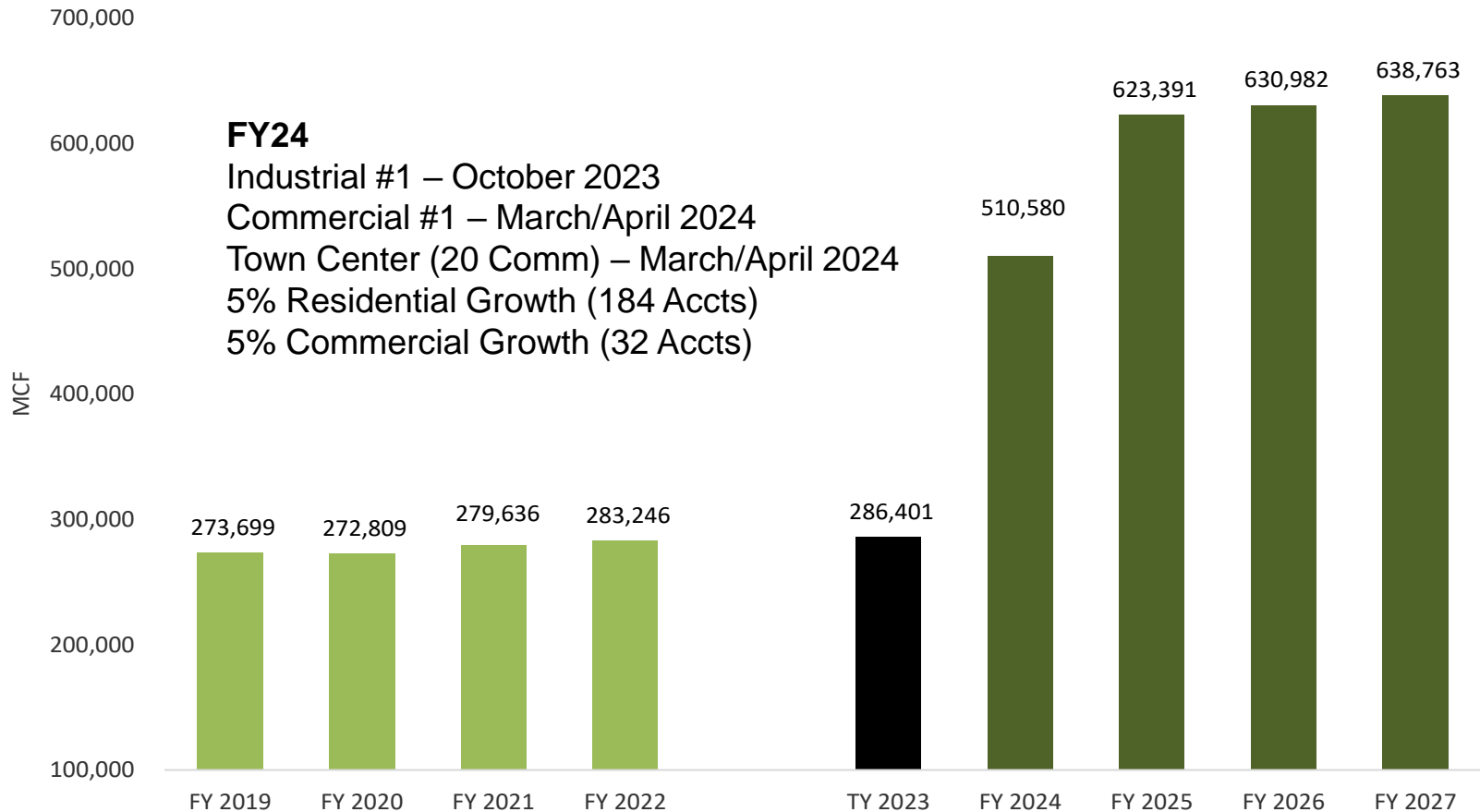
	Current	Effective Oct-24	Effective Oct-25	Effective Oct-26	Effective Oct-27
Residential Monthly Water/WW Charge					
5,000 Gallons W; 5,000 WW	\$ 54.73	\$ 61.77	\$ 69.42	\$ 78.44	\$ 84.22
NHCRWA Surcharge	18.00	19.01	20.02	21.02	22.02
Total	72.73	80.78	89.44	99.46	106.25
Dollar Inc		\$ 8.05	\$ 8.66	\$ 10.02	\$ 6.79
Percent Inc		11.1%	10.7%	11.2%	6.8%
10,000 Gallons W; 5,000 WW	\$ 69.83	\$ 77.33	\$ 85.44	\$ 94.95	\$ 101.22
NHCRWA Surcharge	36.00	38.02	40.03	42.03	44.05
Total	105.83	115.34	125.47	136.98	145.27
Dollar Inc		\$ 9.51	\$ 10.13	\$ 11.50	\$ 8.29
Percent Inc		9.0%	8.8%	9.2%	6.1%
Commercial Monthly Water/WW Charge					
20,000 Gallons W/ 20,000 WW	\$ 250.79	\$ 276.74	\$ 312.05	\$ 353.85	\$ 380.57
NHCRWA Surcharge	72.00	76.03	80.06	84.06	88.10
Total	322.79	352.77	392.12	437.92	468.67
Dollar Inc		\$ 29.98	\$ 39.34	\$ 45.80	\$ 30.75
Percent Inc		9.3%	11.2%	11.7%	7.0%

Gas Utility Analysis and Recommendations

Comparison of Average Residential Cost Per Month for 3 MCF



Historical and Forecast Natural Gas Sales



5% Annual Account Growth Plus New Commercial Customers

Natural Gas Alt 1 - Cost of Service Residential Rate Recommendation



GAS	Current	Effective Dec-23	Effective Oct-24	Effective Oct-25	Effective Oct-26	Effective Oct-27
Residential						
Base Charge Includes 1 MCF	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75
Usage Charge Per MCF	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75
Commercial						
Base Charge Includes 1 MCF	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75
Usage Charge Per MCF	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75



Presentation Summary

W & WW, Natural Gas Consolidated Residential Rate Impacts – Scen I



			Current	Effective Oct-24	Effective Oct-25	Effective Oct-26	Effective Oct-27
RESIDENTIAL Rates							
Water Rates							
10,000	Gallons	\$	41.75	\$ 44.86	\$ 47.58	\$ 50.47	\$ 53.53
NHCRWA	Surcharge		36.00	38.02	40.03	42.03	44.05
Wastewater Rates							
5,000	Gallons		28.08	36.00	46.10	59.03	70.87
Gas Rates							
3	MCF		35.25	35.25	35.25	35.25	36.25
TOTAL MONTHLY CHARGES			141.08	154.13	168.96	186.79	204.70
Difference - \$				13.05	14.83	17.83	17.91
Difference - %				8.5%	8.8%	9.5%	8.8%

W & WW, Natural Gas Consolidated Residential Rate Impacts – Scen II



			Current	Effective Oct-24	Effective Oct-25	Effective Oct-26	Effective Oct-27
RESIDENTIAL Rates							
Water Rates							
10,000	Gallons	\$	41.75	\$ 43.61	\$ 44.94	\$ 46.30	\$ 47.69
NHCRWA	Surcharge		36.00	38.02	40.03	42.03	44.05
Wastewater Rates							
5,000	Gallons		28.08	33.72	40.50	48.64	53.53
Gas Rates							
3	MCF		35.25	35.25	35.25	35.25	36.25
TOTAL MONTHLY CHARGES			141.08	150.59	160.72	172.23	181.52
Difference - \$				9.51	10.13	11.50	9.29
Difference - %				6.3%	6.3%	6.7%	5.1%

Presentation Summary

Benefits of Proposed Rate Plan



- No increase in gas costs over 5 years
- Will enable utility to recover all of its operating costs without subsidies from General Fund
- Will allow for \$60 -- \$120 million in investment in the future of the City
- Will result in a healthy utility fund that meets its financial goals

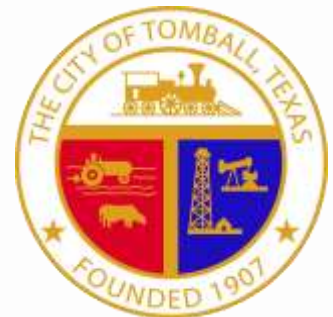




Questions?

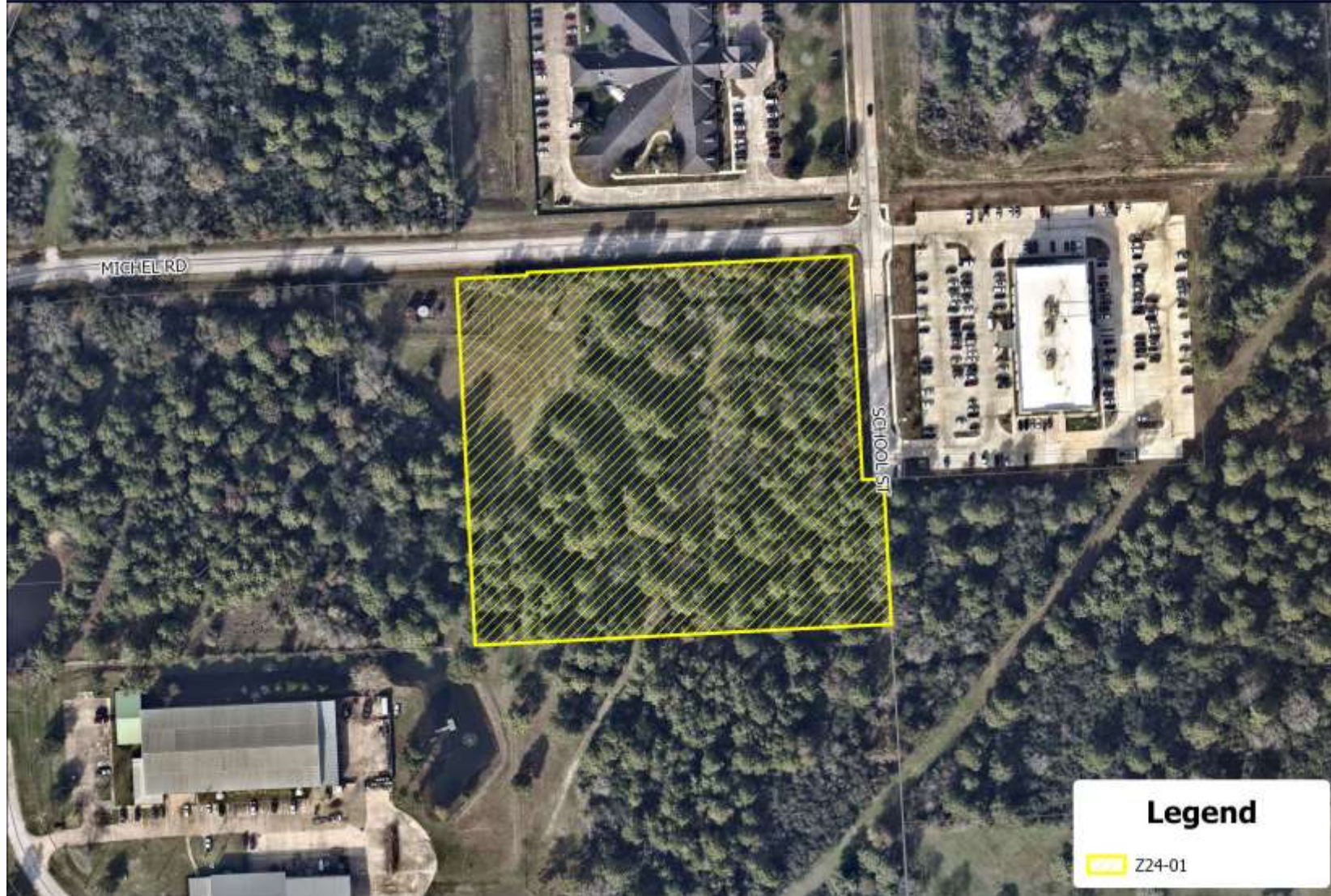
Rezoning Case Z24-01

- Request by ESP Enterprises Inc., represented by Phlex Properties LLC. to amend Chapter 50 (*Zoning*) of the Tomball Code of Ordinances, by rezoning approximately 6.87 acres of land legally described as being a portion of the W Hurd Survey, Abstract 378 from Agricultural (AG) to Office (O) zoning. The property is located within the 100 block (west side) of School Street, within the City of Tomball, Harris County, Texas.






Location



Legend

 Z24-01

Site Photos



Subject Property



Neighboring Property (east)



Neighboring Property (west)



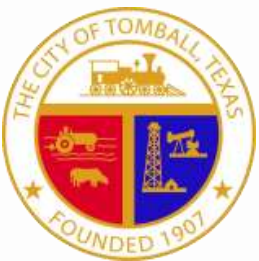
Neighboring Property (south)



Neighboring Property (north)

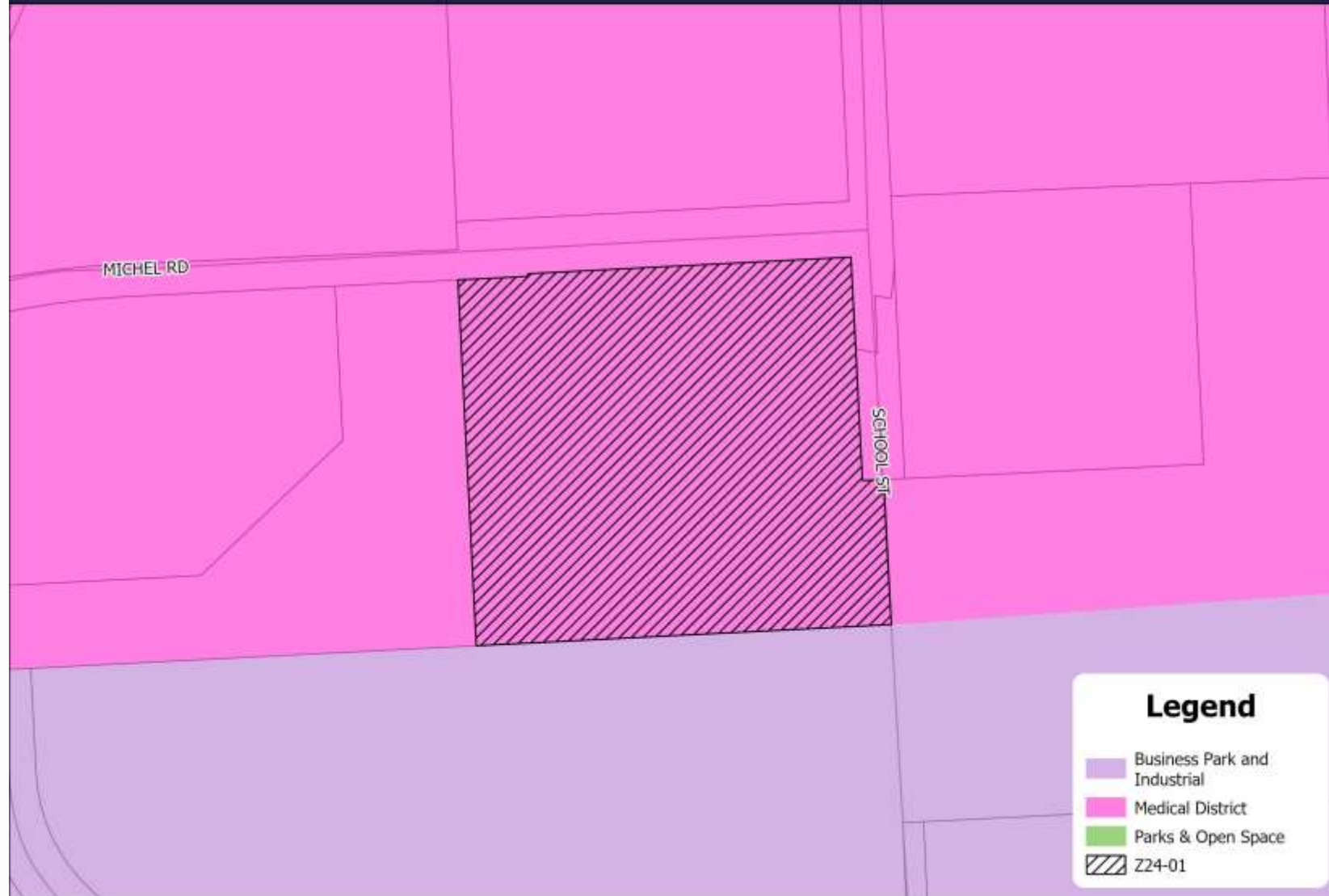


Zoning



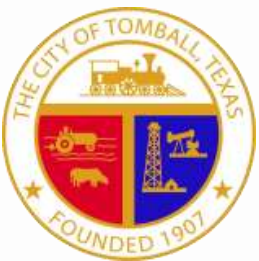


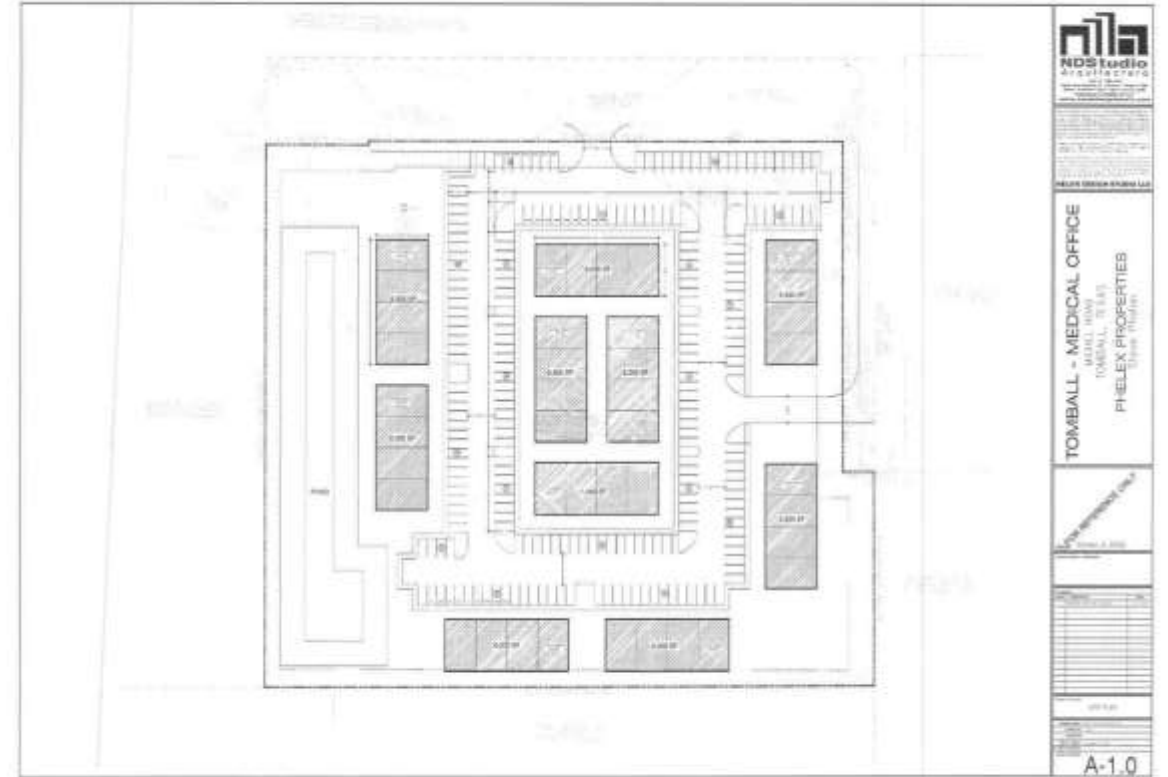
Future Land Use



Legend

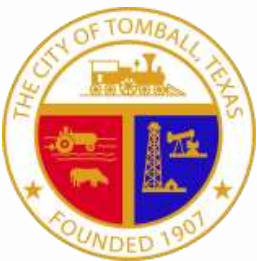
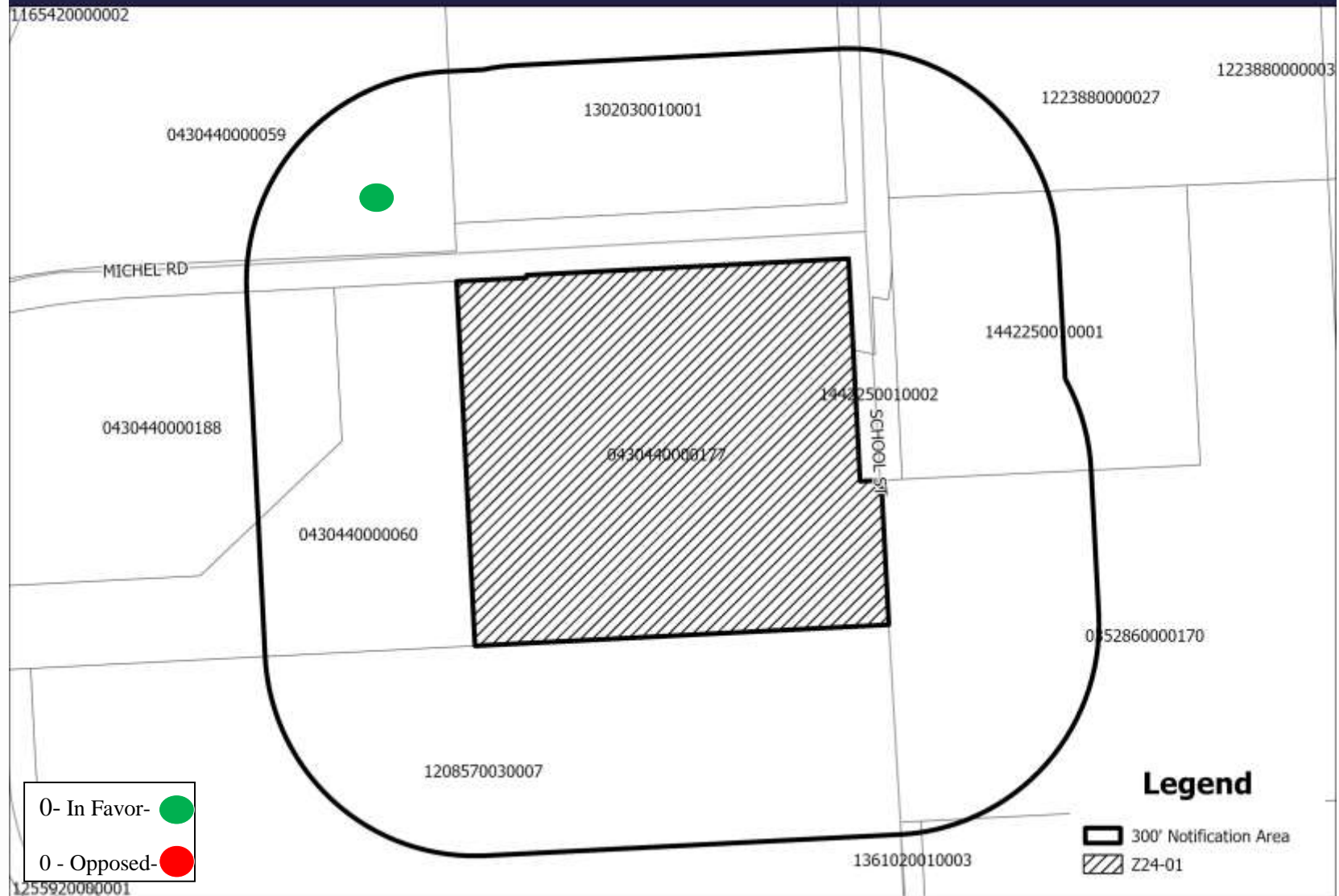
- Business Park and Industrial
- Medical District
- Parks & Open Space
- Z24-01





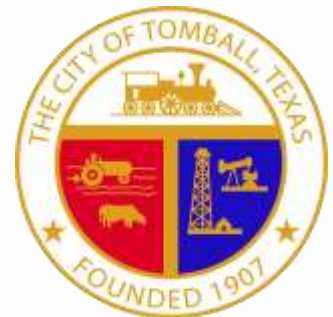


Notification Area



Recommendation

- Request for Office (O) zoning is consistent with the “Medical District” land use category identified in the Future Land Use Plan as adopted by City Council with the Comprehensive Plan in 2019.
- Planning & Zoning Commission recommended approval (5-0).
- City staff recommends approval.



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: 03/04/2024

Topic:

Approve a new agreement with Texas Department of Public Safety for Failure to Appear Program through the Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program to be inline with the 88th Legislative Session changes.

Background:

The City signed an Interlocal Cooperation contract in 2020 with DPS to withhold the renewal of licenses for a person who fails to appear, fails to pay or satisfy a judgment as required by law. Due to changes occurring in the 88th Legislative Session, DPS revised the contract to include those changes. In order for the Tomball Municipal Court to continue to participate, the City has to enter into the new agreement.

Attached is the revised contract as well as the contract that was originally executed in 2020, by then City Manager R. Hauck.

Origination: Maria Morris, Court Administrator

Recommendation:

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

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



STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000

www.dps.texas.gov



COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

January 29, 2024

TOMBALL MUNICIPAL COURT
401 MARKET ST
TOMBALL, TX 77375

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:

Enforcement & Compliance Service

5805 North Lamar Blvd, Bldg A,

Austin, TX 78752-0300

E-mail: driver.improvement@dps.texas.gov

Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure

Interlocal Cooperation Contract Failure to Appear Program

State of Texas

County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VIII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service
Address:	5805 North Lamar Blvd., Bldg A
Address:	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email:	Driver.Improvement@dps.texas.gov
Phone:	(512) 424-7172

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

- 2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
- 3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*	Department of Public Safety
_____	_____
Authorized Signatory	Driver License Division Chief or Designee

Title	

Date	Date
_____	_____

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person’s title and date.

**Interlocal Cooperation Contract
Failure to Appear (FTA) Program**

State of Texas

County of HARRIS

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the MUNICIPAL Court of the [City or County] of TOMBALL (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated FTA system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

Court will supply information to DPS, through its Vendor, that is necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court in a matter involving any offense that Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and will automatically renew on the anniversary date of execution for up to three additional years unless terminated earlier.

V. COURT RESPONSIBILITIES

A. Written warnings

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied

renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

B. FTA Report

An FTA Report is a notice sent by Court requesting a person be denied renewal in accordance with this Contract. The Court may submit an FTA Report to Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

C. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days, from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or

5. other suitable arrangement to pay the fine and cost within the Court's discretion.

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

D. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract.

E. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

F. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless the person is deemed to be indigent, or the person is acquitted of the charges for which the person failed to appear.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

G. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the person has been acquitted of the underlying charge or is indigent, no payment will be made to the Vendor or required of the Court.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees collected by Court.

VII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Contract Amendment.** DPS and Court may amend this Contract through a written amendment signed by an authorized signatory on behalf of the respective party.
- C. Notice.** The respective party will send the other party notice as noted in this section.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service
Address:	5805 North Lamar Blvd.
Address:	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email:	Driver.Improvement@dps.texas.gov
Phone:	(512) 424-7172

- D. Termination.** Either party may terminate this Contract with 30 days' written notice. DPS may also terminate this Contract for cause if Court doesn't comply with Section V.F., *Non-Waiver of Fees*. After termination, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all

outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety



Authorized Signature

Driver License Division Chief or Designee



Title



Date



Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

DEC 27 2023

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 4, 2024

Topic:

Approve an agreement with Lake Country Chevrolet, LLC, for two Chevrolet Colorado pickup trucks through the TIPS Purchasing (Contract TIPS USA #210907 AUTOMOBILES) for a not-to-exceed amount of \$66,226.50 authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.

Background:

As part of the FY 2023-2024 budget process, the Public Works department requested the purchase of multiple maintenance vehicles. All vehicles listed below are replacements and are used to enhance and preserve the service levels throughout the City of Tomball Public Works.

The vehicles were budgeted at combined amount of \$106,600 and quotes received from the TIPS USA purchasing cooperative is \$66,226.50. The estimated outfitting cost once received for the installation of safety lights and decals is \$3,500 each.

DEPARTMENT	VEHICLE TYPE	BUDGETED AMOUNT	QUOTED AMOUNT
Utilities	Duty Truck	\$53,300	\$33,113.25
Facilities	Duty Truck	\$53,300	\$33,113.25
Total		\$106,600	\$66,226.50

Origination: Public Works

Recommendation: Staff recommends approving the purchase of the vehicle as appropriated in the Fiscal Year 2023-2024.

Party(ies) responsible for placing this item on agenda: Drew Huffman, Public Works Director

FUNDING (IF APPLICABLE)

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

Yes: ☒ No: ☐

If yes, specify Account Number: 650-651-6405 & 650-652-6405

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

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



PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF TOMBALL

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: CHEVROLET COLORADO

Date: February 14, 2024

A. Bid Item: 12M43

A. Base Price: \$ 30,695.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
14C43	2024 COLORADO CREW CAB 2WD	\$ 1,995.00		EXTERIOR - WHITE	\$ -
	4 CYL ENGINE W/ AUTOMATIC	\$ -	H2G	INTERIOR - BLACK EVOTEX	
	POWER WINDOWS / LOCKS	\$ -			
	BLUETOOTH	\$ -			
	REAR VIEW CAMERA	\$ -			
B38	VINYL FLOORING	\$ -			
	POWER MIRRORS				

Total of B. Published Options: \$ 1,995.00

Published Option Discount (5%) \$ -

C. Unpublished Options

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		UNIT ON ORDER	

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ 250.00

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 99 miles

\$ 173.25

H. Subtotal:

\$ 33,113.25

I. Quantity Ordered 2 x H =

\$ 66,226.50

J. Trade in:

\$

K. Total Purchase Price

\$ 66,226.50

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 4, 2024

Topic:

Approve an agreement with Silsbee Ford for one Ford F-150 utility vehicle through the TIPS Cooperative Purchasing (Contract TIPS USA #200206 Transportation Vehicles) for a not-to-exceed amount of \$41,320.50 authorize the expenditure of funds therefor and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.

Background:

As part of the FY 2023-2024 budget process, the Public Works department requested the purchase of work vehicles. This vehicle is a replacement for the Water Utilities Technician and will be used to enhance and preserve the service levels throughout the City of Tomball Public Works.

This vehicle was budgeted for \$67,800. The City received a quote for a Ford F-150 utility vehicle from the TIPS USA purchasing cooperative for \$41,320.50. The estimated outfitting cost once received for installation of safety lights and decals is \$5,000.

DEPARTMENT	VEHICLE TYPE	BUDGETED AMOUNT	PURCHASE AMOUNT	REMAINING FOR UPFIT
Utilities	Duty Truck	\$67,800	\$41,320.50	\$26,479.50

Origination: Public Works

Recommendation: Staff recommends approving the purchase of the vehicle as appropriated in the Fiscal Year 2023-2024.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____

If yes, specify Account Number: 650-652-6405

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

Signed: Drew Huffman

Staff Member

Date

Approved by: _____

City Manager

Date



PRODUCT PRICING SUMMARY

TIPS USA 200206 TRANSPORTATION VEHICLES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TOMBALL

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: FORD F150 CREW CAB

Date: February 14, 2024

A. Bid Item: _____

A. Base Price: \$ **36,584.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W1C	2023 FORD F150 CREW CAB 4X2	\$ 1,995.00	101A	XL EQUIPMENT GROUP	\$ -
995	5.0L V8 ENGINE	\$ 2,335.00			
44G	10 SPEED TRANS	\$ -		POWER LOCKS AND WINDOWS	
				CRUISE	
				REVERSE SENSING	
				5.5' 145 WB	

Total of B. Published Options: \$ **4,330.00**

Published Option Discount (5%) \$ **(116.75)**

C. Unpublished Options [not to exceed 25%]

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR COLOR-WHITE YZ	
		INTERIOR: VINYL 40/ 20 /40	
		UNITS ON THE GROUND	
		1FTEW1C50PKF74971	

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ **350.00**

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 99

\$ **173.25**

H. Subtotal:

\$ **41,320.50**

I. Quantity Ordered 1 x H =

\$ **41,320.50**

J. Trade in: _____

\$ -

K. _____

L. Total Purchase Price

\$ **41,320.50**

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 4, 2024

Topic:

Approve request from Tomball Rotary Club for City Support and In-Kind Services for the 2024 Tomball Rotary Annual Big Show at the Depot in downtown Tomball on Saturday, October 5, 2024 from 3:00 a.m. to 9:30 p.m. The estimated In-Kind Services is \$1,140.

Background:

Fundraising to support various events to benefit the Tomball community in several areas.

- Scholarships to local high school students as part of our Student of the Month program
- Various charities, such as: Families Feeding Families, Montgomery County Women's Shelter, Tomball VFW, Elijah Rising & TEAM
- Endowment to sustain scholarship programs and support future community projects

Event Information:

- To use the Depot as the location of the event.
- Provide barricades for Elm, Walnut, Market and Fannin Streets
- Trash replaceable and trash pick up
- Use of electric outlets
- Waive the Depot rental fee
- Estimated number of attendees: 2000
- Event times: 3:30-9:30 p.m.
- Set up: 7:00 a.m.
- Breakdown: 11:00 p.m.

In-Kind Request for Services:

Service/Support	Cost
Public Works	\$980
Police	Rotary will pay
Total	\$980

Origination: Tomball Rotary Club

Recommendation:

To help with the efficiency of the event, they are requesting the City for the following in-kind services: Public Works, and coordination.

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

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



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: 2/12/24

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: Big Show at the Depot

2. Sponsoring entity: Rotary Club of Tomball

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: Dennis Wilkins Phone: 713-447-1930

6. Contact address: 12515 Fort Isabella Dr., Tomball, TX 77375

7. Contact email: dennis@thewwtech.com

8. Event date: 10/5/20

9. Event times: Start 4pm Finish 9pm Set-up 7am Breakdown 11pm

10. Is this event for charity? Yes ☒ No ☐

11. If yes, what charity? Tomball Rotary Foundation Tax ID 27-471-9115

12. If yes, what percentage of net proceeds will be donated to the charity? 100%

13. On-site contact: Dennis Wilkins Mobile #: 713-447-1930

14. Estimated number of attendees: 2000

15. Detailed site map in attached: Yes ☐ No ☒

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

17. Admission fee: \$ 50 Free ☐

18. Time at which event staff will begin to arrive: 7am

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 _____

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

21. Name of insurance carrier: Lexington Insurance Co.

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

Signature: _____

FOR OFFICIAL USE - Fee required: Yes ☐ No ☐

Amount Due: \$ _____

February 12, 2024

To: Tomball City Council

Re: Tomball Rotary Annual Big Show at the Depot

Dear City Council Members:

We are planning for our annual Big Show at the Depot to be held on Saturday, October 5, 2024 from 3:00pm to 9:30pm. Proceeds from the event will be used to benefit the Tomball community in several areas including:

- Scholarships to local high school students as part of our Student of the Month program
- Various charities, such as: Families Feeding Families, Montgomery County Women's Shelter, Tomball VFW, Elijah Rising & TEAM
- Endowment to sustain scholarship programs and support future community projects

We are requesting the following support from the city of Tomball:

1. To use The Depot as our location for the event
2. Waive The Depot Rental fee
3. Trash receptacles and trash pick-up
4. Use of Electrical Outlets
5. Provide barricades for Elm, Walnut, Market & Fannin Streets

We will rent 4 tents for the event, establish a sanitizing area for the cookers, obtain appropriate food service license, and pay for two Tomball Police Officers for security. We will enlist the help of Jimmy Rogers (Boots for Troops) to help facilitate the musicians, stage, etc. Of course any other needs as necessary will be addressed by us.

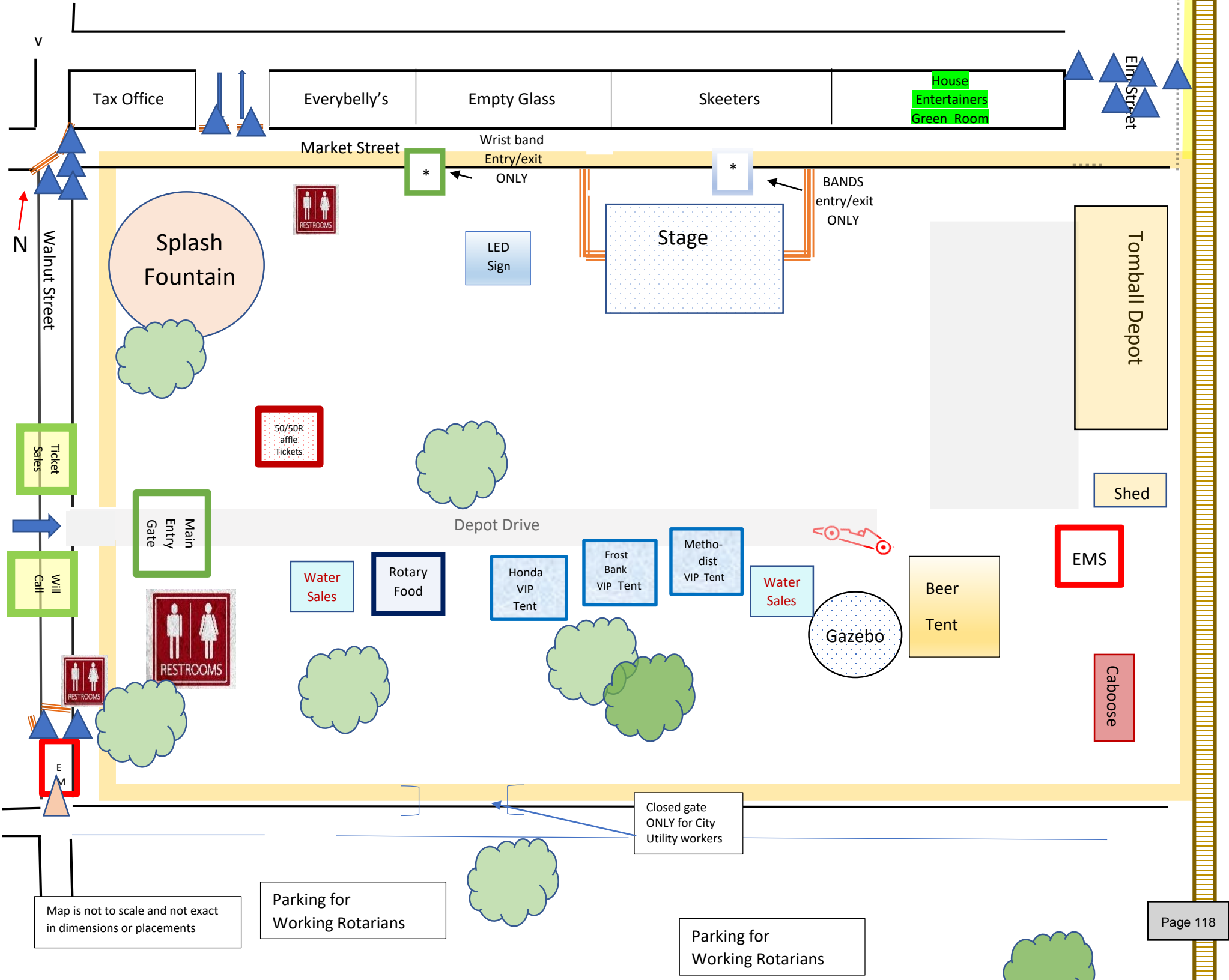
We appreciate the opportunity to use The Depot for the 2024 Big Show at the Depot. Our show last year could not be done without the city's support our event and we are so thankful to have such an incredible City. Your support allows us to continue giving back to the needs of our community. We hope to continue our fundraising event at this fantastic venue.

Thank you for all your support!

Sincerely,



Dennis Wilkins,
President-Elect Rotary Club of Tomball



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 4, 2024

Topic:

Approve request from Tidy Up Tomball for City Support and In-Kind Services for the 2024 Spring Tidy up Tomball Event starting at Tomball Baptist Church and then into the surrounding areas, on Saturday, May 4, 2024 from 8:00 – 11:00 a.m. The estimated In-Kind Services is \$1,140.

Background:

Tidy Up Tomball is open to businesses, schools, organizations, friends, and families. Everyone is encouraged participate! Teams will be assigned to pick-up trash in a specific area of town. Teams will meet at kick-off at 8am the day of the event to sign-in and pick up their information packet and materials. After kick-off, teams will go to their assigned clean-up area as indicated on the maps in their information packet.

Once the assigned area is cleaned, teams will place all of the trash bags in the specified area for the City of Tomball to pick up later in the day. Once the assigned area is completed, teams will return to kick-off to check-out their supplies and enjoy a free lunch.

In-Kind Request for Services:

Service/Support	Cost
Marketing	\$50
Public Works	\$420
Police	\$720
Total	\$1,140

Origination: Our goal is to safeguard Tomball's charm for current and future generations, understanding that a cleaner environment enhances overall well-being, economic growth, and quality of life.

Recommendation:

To help with the efficiency of the events, they are requesting the City for the following in-kind services: Police, Fire, Public Works, and coordination.

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

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



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

TIDY UP TOMBALL INC
C/O AMANDA TRICKEY
30703 RALEIGH CREEK DR
TOMBALL, TX 77375

Date:
10/16/2023
Employer ID number:
93-3539561
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
August 27, 2023
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053683001373

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 4, 2024

Topic:

Approve a contract with Weisinger Incorporated to complete repairs and maintenance on Pine Street Water Well No. 1 through a BuyBoard Contract (Contract No. 672-22) for a not-to-exceed amount of \$151,125, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2023-2024 Budget.

Background:

As part of our ongoing water well maintenance program, Public Works conducts biannual water well performance testing on all water wells. This performance testing provides valuable data about the wells performance and efficiency. During the December 2023 performance test, it was observed that the Pine Street Water Well No. 1 was declining in efficiency and in need of maintenance. Based on the reports provided by the testing contractor, staff is recommending to contract with Weisinger Incorporated to complete the necessary maintenance and repairs.

This item authorizes a contract with Weisinger Incorporated to perform the recommended repairs to the well. Repairs are anticipated to take eight weeks to complete and Weisinger will work as quickly as possible to ensure that the well is operational before high peak demand season. The contract will be issued under a BuyBoard Contract (Contract No. 672-22).

DEPARTMENT	BUDGETED AMOUNT	QUOTED AMOUNT
Utilities	\$175,000	\$151,125

Origination: Public Works Department

Recommendation:

Staff recommends approving a contract with Weisinger Incorporated to perform the recommended repairs to Pine Street Water Well 1 for a not-to-exceed amount of \$151,125.00.

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

Drew Huffman, Public Works
Director

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: # 600-613-6207

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

Signed Drew Huffman

Approved by _____

Staff Member	Date
--------------	------

City Manager	Date
--------------	------

CITY OF TOMBALL SERVICES AGREEMENT

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

Description of Services: Maintenance for Pine Street Well No. 1

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, **Weisinger Incorporated** (the “Company”), with an office at **18150 Interstate 45 N, Willis, Texas 77318**, City hereby engages the services of Company as an independent contract, 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 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 **March 5, 2024 through September 30, 2024**. 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 Exhibit A, up to an amount not-to-exceed **\$151,125**.

6. INDEMNITY

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 FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE 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. 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.

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 State and/or Federal courts located 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:

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 27th day of February, 2024.

Weisinger Incorporated
Company


Signature

Michael Weisinger
Print Name

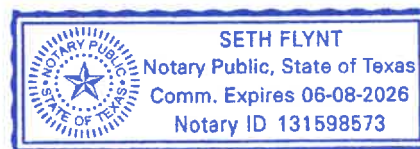
Vice President
Title

THE STATE OF TEXAS

COUNTY OF Montgomery
~~HARRIS~~

§

§



This instrument was acknowledged before me on this 27th day of February, 2024,
by Michael Weisinger, on behalf of said entity.


Notary Public, State of Texas

AGREED to and ACCPETED this ____ day of _____, 2024.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Tracylynn Garcia
City Secretary

February 22, 2024

City of Tomball
 401 West Market Street, Suite C
 Tomball, TX 77375

Attn: Will Goff, CWP

Ref: City of Tomball Pine Street Well

Mr. Goff –

As requested, we have prepared a proposal for a complete water well and pump rehabilitation for City of Tomball Pine Street Well. Please consider the following.

Scope of Services and Materials

1.	Mobilize to perform water well rehabilitation operations	1 L.S.	6,000.00	6,000.00
2.	Pull 275' of 6" submersible pump under normal removal procedures and haul the pumping equipment to Weisinger Incorporated's yard for inspection.	1 L.S.	11,900.00	11,900.00
3.	Perform a TV survey of the well	4 Ea.	3,100.00	12,400.00
4.	Perform wire brushing of the well screens and blank liner (207 total feet from top of lap to T.D. of well)	30 Hr.	660.00	19,800.00
5.	Perform airlift jetting of accumulated debris from the bottom of the well	20 Hr.	840.00	16,800.00
6.	Perform Sonar Jet treatment of 10" & 8" well screens	1 L.S.	8,000.00	8,000.00
7.	Perform acid treatment of well screens with 330 gallons of hydrochloric acid with inhibitor, mixed with 5 gallons of NW-310 acid enhancer	1 L.S.	20,000.00	20,000.00
8.	Perform 400 ppm downhole sodium hypochlorite disinfection treatment in the screened sections of the well	1 L.S.	8,000.00	8,000.00
9.	Furnish 275' of 6" T&C column pipe with a 6" check valve	1 L.S.	8,500.00	8,500.00
10.	Furnish 285' of new #4/3c WG submersible pump cable	1 L.S.	4,500.00	4,500.00
11.	Furnish 280 feet of new 1/4" stainless steel airline and new water level detection kit	1 L.S.	1,700.00	1,700.00



February 22, 2024

Will Goff, CWP

Re: City of Tomball Water Well No. 1 Pine Street

Page -2-

12. Sand blast, prime, paint, and re-use the existing fabricated steel discharge head	1	L.S.	825.00	825.00
13. New 6", 50HP, 460-volt, 3600 RPM Sub Motor	1	L.S.	7,900.00	7,900.00
14. Miscellaneous items necessary to make the pumping equipment operational	1	L.S.	875.00	875.00
15. Shop labor to assemble the equipment and load for shipment to the job site	1	L.S.	6,425.00	6,425.00
16. Haul the pumping equipment to the well site, set, start-up, and test the pumping equipment	1	L.S.	17,000.00	17,000.00
17. Perform bacteriological sampling and analysis	1	L.S.	500.00	500.00

Estimated Total for Scope of Services and Materials Outlined Above..... \$151,125.00

Thank you for the opportunity to offer you our services as we await your response.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cristian Rivera', with a stylized flourish at the end.

Cristian Rivera



BuyBoard Contract # 672-22

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 19, 2024

Topic:

Approve an agreement with Tracker Energy Services, Inc. for the construction of the Grand Parkway natural gas gate, for a not-to-exceed amount of \$449,776.40 (Bid No. 2024-07), 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 2023-2024 capital improvement budget.

Background:

To adequately service the new development on the south side of the city limits, Lovett Industrial and the Grand Parkway Town Center, the need for an additional gas gate was identified. Currently there are no gas distribution lines in the immediate vicinity of these developments, however both developments require gas service for their operations.

Staff has worked with Kinder Morgan Tejas Pipeline, LLC to develop a plan for the design and construction of an interconnect to service the proposed Grand Parkway Natural Gas Gate. City Council previously approved the Facilities Agreement for the construction of the interconnect. Based on the approved layout provided by Kinder Morgan, staff worked with our design consultant, Engineered Utility Solutions, Inc., to design the City's gas gate.

The proposed agreement with Tracker Energy Services, Inc. is to complete the construction of the City's natural gas gate to be located at the Grand Parkway. Tracker Energy was selected through the competitive sealed bid process (Bid. No. 2024-02), which allowed for interested parties to submit sealed bids to complete the proposed project and only one bid was received. After a thorough review of the submitted bid and company review depicting over 30 years combined experience in the industry, staff is recommending award of the agreement to Tracker Energy Services, Inc. The selection and discussions were held in accordance with the City's adopted Procurement Policy and Manual and state procurement law.

The total cost of the project, including engineering, construction of the interconnect, and construction of the gas gate will be split between the City, LIT Interchange 249 Phase I, LLC, and A-K 133 Hwy 249-Grand Parkway, L.P., with each entity contributing approximately 33% for all components of the proposed Grand Parkway Natural Gas Gate. A total breakdown of all proposed expenses is reflected in the table below.

Project Element	Total Contract	Remaining Contract Amount
Engineered Utility Solutions	\$39,702.50	\$17,425.62
Kinder Morgan	\$236,762.00	\$0.00
Proposed – Tracker Energy	\$449,766.40	\$449,766.40
Project Budget: \$720,000.00	Total Contracts: \$716,230.90	Remaining Budget: \$3,769.10

This item authorizes an agreement with Tracker Energy Services, Inc. to complete the construction of the Grand Parkway natural gas gate for an amount not-to-exceed \$449,766.40, included in the adopted fiscal year 2023-2024 capital improvement budget.

Origination: Project Management

Recommendation:

Staff recommends approving an agreement with Tracker Energy Services, Inc. to complete the construction of the Grand Parkway natural gas gate for an amount not-to-exceed \$449,766.40.

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: #400-615-6409

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

Signed	<u>Meagan Mageo</u>	Approved by	_____
	Staff Member		City Manager
	Date		Date

Document 00520

AGREEMENT

Project: Grand Parkway Natural Gas Gate

Project Location: Grand Parkway Town Center

Project Bid No: 2024-07

E&P Project No: 2023-10016

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

and

Contractor: Tracker Energy Services, Inc.

(Address for Written Notice) 1067 FM 306, Suite 507, New Braunfels, Texas 78130

Email Address: jrogers@eutilsolutions.com

City Engineer is: Troy Toland, PE

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

Email Address: ttoland@tomballtx.gov

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

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

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within **90 days** after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

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

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

**ARTICLE 3
CONTRACT PRICE**

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$449,766.40, which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1 Not Applicable

**ARTICLE 4
PAYMENTS**

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

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

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

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

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

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

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

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

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

ARTICLE 5
CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

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

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

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

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

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

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

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

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

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

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

ARTICLE 6

MISCELLANEOUS PROVISIONS

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

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

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

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

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

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions

7.1.2 Document 00800 - Supplementary Conditions

7.1.3 General Requirements.

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

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

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

Addendum No. 1, dated [N/A]

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7.1.7 Other documents:

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

ARTICLE 8

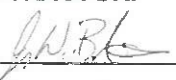
SIGNATURES

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

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CONTRACTOR:

(If Joint Venture)

By: 
Name: Jeremy Blevins
Title: President
Date: 2/13/2024
Tax Identification Number: 46-5188810

By: _____
Name: _____
Title: _____
Date: _____
Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest:  SECRETARY

Date: 2/13/2024

CITY OF TOMBALL, TEXAS:

By: _____
City Manager

ATTEST/SEAL:

Date: _____

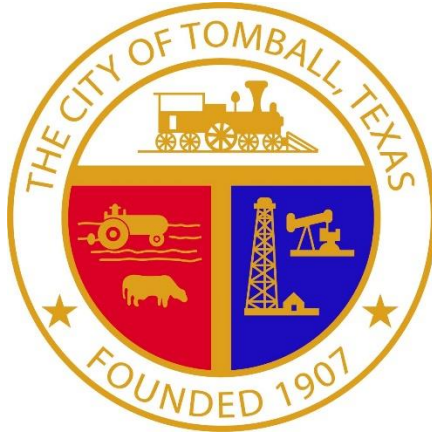
[SEAL]

Attest: _____
City Secretary

Date: _____

END OF DOCUMENT

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06-16-2011



City of Tomball

Bid Number: 2024-07

Grand Parkway Natural Gas Gate

Due: February 8, 2024, at 2:00 PM

City of Tomball Bid Number 2024-07
Grand Parkway Natural Gas Gate
Responses due by February 8, 2024, No Later Than 2:00 pm

I. Background

The City of Tomball (City) is soliciting sealed bids for Bid Number 2024-07, This project constructs a natural gas city gate which will connect pipeline feed from Kinder Morgan to a newly installed distribution system in the site development referred to as Grand Parkway Town Center. The new city gate is referred to as Grand Parkway City Gate. This project is a collaborative effort with Kinder Morgan

It is the intention of the City of Tomball to enter into a services agreement with a reliable company to provide the required services in accordance with the Exhibit A – Scope of Work.

II. Questions

Questions shall be directed to the City Project Assistant, Ty Wallace, via email at **twallace@tomballtx.gov**.

Bidders are cautioned that any statements made by the contact person that materially changes any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written addendum to the bid document. To find out whether the City of Tomball intends to issue an addendum reflecting a statement made by the contract person, contact the Project Assistant.

III. Scope of Work

For the complete Scope of Work please see **Exhibit A – Scope of Work**.

IV. Definitions

- A. Vendor – the individual or entity with whom the owner has entered into the agreement.
- B. Sub-Vendor – an individual or entity having direct contact with Vendor or with any other Sub-Vendor for the performance of a part of the work at the identified project.

Note: Vendor must perform 51% or more of the contract work. Sub-Vendor cannot perform more than 49% of the contract work.

V. Antitrust

By entering into a contract for goods or services with the City of Tomball, the successful bidder conveys, sells, assigns, and transfer to the City of Tomball, Texas, all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Texas that relate to the particular good or service purchased or acquired by the City of Tomball under said contract.

VI. Applicable Law

The contract shall be governed in all respects by the laws of the State of Texas, and any litigation with respect thereto shall be brought in the courts of the State of Texas. The successful bidder shall comply with applicable federal, state, and local laws and regulations.

VII. Assignment of Contract

The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Tomball.

If the Vendor does, without such previous consent, assign, transfer, sublet, convey, or otherwise dispose of the contract or his right, title, or interest therein or any part thereof, to any person or persons, partnership, company, firm, or corporation, or does by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, attempt to dispose of the contract may, at the option of the Owner be revoked and annulled, unless the Sureties shall successfully complete said contract, and in the event of any such revocation or annulment, any monies due or to become due under or by virtue of said contract shall be retained by the Owner as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

VIII. Documentation

Bidder shall prove, with this bid package, all documentation required in the specifications. Failure to provide this information may result in rejection of bid.

IX. Addenda

Any interpretations, corrections, or changes to the Request for Bid package will be made by addenda. Sole issuing authority of addenda shall be the City of Tomball, Harris County, Texas, Project Manager. Addenda will be emailed to all vendors known to have received a copy of this bid package.

Bidders who submit a bid on this project shall be presumed to have received all addenda and to have included any cost thereof in their bids, regardless of whether they acknowledge the addenda or not.

No addendum will be issued later than noon on Monday before the Bid Date, except Addenda with minor clarifications, withdrawing request for Bids, or postponing Bid Dates.

X. Pre-Bid Conference

The Pre-Bid Conference is not mandatory but it will take place virtually via Teams on February 1, 2024 at 10:00 AM CST.

XI. Preparation of Bid

Each bid must be submitted on the prescribed form. All blanks must be complete, in ink or typewritten, in both word and figures. Bidder shall initial all pages except signature page of the Bid Form.

Bidder is responsible for all costs incurred and associated with preparation of its Bid. No rider or condition shall be placed on the bid, the language of which cannot be interpreted as a firm bid and which is not clear as to the meaning.

- A. In the event of an error in extending a Unit Price or total of extended Unit Prices, Unit Price shall govern.
- B. In the event of an error in totaling Alternates, price for each Alternate shall govern.

The City of Tomball accepts no responsibility for any expenses incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

XII. Alternate Bid

No substitution of products will be considered during the bidding period.

XIII. Bid Submission

One (1) original and one (1) copy of the sealed bid clearly marked "Bid Number 2024-07, Grand Parkway Natural Gas Gate" no later than **2:00 p.m. on Thursday, February 8, 2024**, to:

**City of Tomball
Project Manager
501 James Street
Tomball, Texas 77375**

All bids must be in the possession of the Project Manager at or before the date and time specified. Bids received by mail after that time, whether postmarked prior, will not be accepted. It is the bidder's responsibility to allow sufficient time for the delivery of the bid by whatever means selected by the bidder. The only acceptable evidence to establish the time of receipt is the time and date stamp of that office on the bid envelope or other documentary evidence of receipt used by our offices.

Failure to submit a Bid on the Bid Form provided shall be considered just cause for rejection of the Bid. Modifications or additions to any original wording of any portion of the bid document may be just cause for rejection of the bid. The City of Tomball reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. Bidder is to submit bid in a SEALED envelope with the bid number and description, closing date and time, and company name clearly printed on the outside of the bid envelope.

XIV. Bid Security

- A. Bidder shall submit a Security Deposit with its sealed bid, in an amount equal to ten percent (10%) as either:
 - i. Certified Check or Cashier's Check
 - 1. Bidder shall make check payable to the City of Tomball; and
 - 2. A check submitted on the condition that if the bidder is named lowest responsible bidder and fails either to timely and/or properly submit documents required, the City will cash the check.
 - ii. Bid Bond
 - 1. The bid bond must be valid and enforceable bond, signed by a Surety that complies with requirements as established by law.
 - 2. The bid bond must name the City of Tomball as obligee and be signed by the bidder as principal and signed and sealed by the Surety.
 - 3. The bid must be conditioned such that if the bidder is named lowest responsible bidder.
- B. Security deposits will be retained until after the Contract is awarded or all bids are rejected.
- C. The lowest responsible bidder forfeits Security Deposit if it fails to timely and properly submit documents. The City may claim an amount equal to the difference between the total bid price of the defaulting bidder and the total bid price of the bidder awarded the Contract. If Security Deposit is a check, the City will reimburse any remaining balance to the defaulting bidder.

XV. Bid Opening

The meeting to open bids is opened to the public. All bidders are invited to attend.

The Project Manager will tabulate, record, and evaluate submitted bids. The City may reject all bids or may reject any defective bid. Bid tabulations will be emailed to each bidder following the bid opening and review.

XVI. Bid Acceptance

The City will send the lowest responsible bidder a Notice of Intent to Award. Acceptance by the City is conditioned upon bidder's timely and proper submittal of all required documents listed in the Post-Bid Procedures, and City Council's approval.

The Bid remains open to acceptance and is irrevocable for the period of time stated in the Bid Acceptance Period.

XVII. Bid Acceptance Period

Any bid submitted as a result of the solicitation shall be binding on the bidder for forty- five (45) calendar days following the bid opening date. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

XVIII. Bid Corrections

Corrections or modifications to bidder supplied information (i.e. product information, pricing, etc.) may be made prior to bid opening date and time by an authorized representative of the bidding firm. Corrections shall be initialed in ink adjacent to each correction by the person signing the bid. Corrections or modifications received after the closing time specified on the bid form will not be accepted.

XIX. Bid Withdrawal

After bids are opened, bidders shall not withdraw or cancel such bids and all sums deposited with such bid or proposal will be held by the City of Tomball until all proposals or bids, timely submitted, have been canvassed and award of contract made, signed and, if a performance bond is required, furnished, and approved. All sums deposited with bids or proposals will then be returned to the respective bidders.

A bidder may withdraw a bid, if the City of Tomball fails to award or issue a notice of intent to award the bid, within forty-five (45) calendar days after the date fixed for the opening of bids. No partial withdrawals are permitted. Only complete bid withdrawals are permitted.

XX. Bid Disqualification

The City may disqualify a bid if the bidder:

- A. Fails to provide required Security Deposit in the proper amount;
- B. Improperly or illegibly completes information required by the bid documents;
- C. Fails to sign or improperly signs bid documents;
- D. Qualifies its bid; or
- E. Improperly submits its bid.

When requested, the lowest responsible bidder shall present satisfactory evidence that bidder has regularly engaged in performing work as proposed in the Scope of Work, and has the capital, labor, equipment, and materials to perform the work as identified.

XXI. Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

XXII. Brand Names

Bidder shall indicate the make, brand, series, or other identifying nomenclature of the product(s) being offered.

Only solicitations on items conforming exactly to these specifications will be considered in determining an award. "Conforming exactly to these specifications" includes bidding only the brand name(s), if specified in the solicitation.

Unless otherwise specified, items shall be new and unused and of current production.

XXIII. Cash Discounts

In connection with any cash discount specified in this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from the date of correct invoice received by the Finance Department of the City of Tomball, if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the city warrant or check.

XXIV. Certification of Independent Price Determination

The bidder certifies that the prices submitted in response to this solicitation have been arrived at independently and without- for the purpose of restricting competition - any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

XXV. Collusion Among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders.

XXVI. Cooperative Purchasing

The City of Tomball participates in the State of Texas Cooperative Purchasing Program administered by the Texas Building and Procurement Commission. Where applicable the City of Tomball will compare bid prices from Cooperative Purchasing Programs and award to the bidder providing the lowest or best value.

Subject to Section 271.102, Texas Local Government Code, governmental entities utilizing Inter-Local Cooperative Purchasing agreements with the City of Tomball will be eligible, but not obligated, to purchase materials or services under this contract awarded as a result of this solicitation. All purchases for materials and services by Governmental Entities other than the City of Tomball will be ordered by and billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Tomball will not be responsible for another Governmental Entity's debts. Should other Governmental Entities decide to participate in this contract, the Vendor agrees that all terms, conditions, specifications, and pricing would apply.

XXVII. Vendor Protest

If a vendor would like to issue a formal protest with the City of Tomball concerning this solicitation, the protest must be tendered to the City Secretary Office within 48 hours after the Award by the City Council. The protest must be typed, include the bid or proposal number, date and time of the Bid Opening Conference, statement of the aggrieved situation, and the protest must be signed by an authorized party of the vendor company.

Within 24 hours of receipt of the protest, the City will invoke a peer panel review consisting of the City Manager, Director of Finance, and a staff member appointed by the City Manager. This panel will review the protest and all relevant documentation provided by the vendor and the Project Manager. After

reviewing all evidence and supporting documentation the panel will render a decision on the validity of the protest and any findings and recommendations that could be so warranted. The recommendation will be forwarded to the City Secretary Office and the Vendor.

XXVIII. Eligible Bidder

Bidders are limited to those people or firms qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

The bidder may be required before the award of any bid to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the product or service specified therein in a satisfactory manner. The bidder may be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to provide the product or service, and the bidder shall furnish the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the bid.

All bids will be signed by an authorized officer or agent of the bidding company or person. Bidder shall not bid as an agent for another person or company unless the bidder specifies on the bid that they are bidding as an agent. The bidder shall specify that they are an agent by following this example format:

XYZ Company as agent for ABC Company, or
John Smith as agent for ABC Company

XXIX. Errors of Extension

If the unit price and the extension price are at variance, the unit price shall prevail.

XXX. Exceptions

Bidders taking exception to any part or section of this solicitation shall indicate such exception on the bid form or on an attached page. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional, qualified, or alternate bids, unless specifically allowed, shall be subject to rejection in whole or in part.

XXXI. F.O.B. Point

All prices of item(s) bid shall be quoted FOB City of Tomball, Texas, destination, unless otherwise stipulated in the specifications.

XXXII. Time of Delivery

Time of delivery shall be stated as specified in attached specifications.

XXXIII. Prices

All delivery and freight charges are to be included in the bid price.

Prices will be considered as net if no cash discount is indicated on the bid. The bidder should show in the bid package both the unit price and total amount, where required, of each item listed.

The City of Tomball, Harris County, Texas is exempt from State of Texas sales tax and a tax exemption certificate shall be furnished by the City of Tomball, Harris County, Texas, to the successful bidder upon request.

XXXIV. Informalities and Irregularities

The City of Tomball has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the service or product being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the product or service being procured.

XXXV. Nonconforming Terms and Conditions

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City of Tomball reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

XXXVI. Liabilities

The vendor shall hold the City of Tomball, its officers, agents, servants and employees harmless from liability of any nature or kind because of the use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid and agrees to defend, at vendor's own expense, any and all actions brought against the City of Tomball or the bidder because of the unauthorized use of such articles.

XXXVII. Liquidated Damages

In the event completion or delivery is not made within the stated time period (without acceptable reasons of delay and written consent from the City), the City reserves the right to place the order with the next available vendor and the awardee shall be liable for any increase in price as liquidated damages, it being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscription of property, governmental regulations, acts of God, or other causes beyond his control; provided an extension of time is obtained from the Project Manager.

XXXVIII. Insurance

Vendors shall obtain and keep the duration of the contract insurance against claims for injuries to persons or damage to property, which arise from or in connection with the performance of the executed agreement. The Vendor shall pay the cost of such insurance.

- A. The amount of insurance shall not be less than:
 - i. Commercial General Liability: Minimum of \$1,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent Vendor's liability (if applicable) written on an occurrence form.
 - ii. Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
 - iii. Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
- B. Each insurance policy required by this Agreement shall have the following clauses:
 - i. "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City of Tomball".
 - ii. "It is agreed that any insurance or self-insurance maintained by the City of Tomball, its elected or appointed officials, employees, agents and volunteers shall be excess of Vendor's insurance and shall not contribute with insurance provided by this policy."
- C. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall have the following clause in a separate endorsement:
 - i. "The City of Tomball, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with the City of Tomball."
- D. Insurance is to be placed with insurers acceptable to and approved by the City of Tomball. Vendor's insurer must be authorized to do business in Texas at the time the license is executed and throughout the period the license is maintained, unless otherwise agreed to in writing by the City of Tomball. Failure to keep or renew coverage or to supply evidence of renewal will be treated as a material breach of contract.
- E. City shall be given original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the city before work begins on the premises.
- F. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- G. Any deductibles or self-insured retentions must be declared to and approved by the city. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents, and volunteers; or Vendor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- H. Vendor shall include all its Vendors as insured under its policies or shall furnish separate certificates and endorsements for each Vendor. All coverages for Vendor's Vendors shall be subject to all the requirements stated herein.
- I. Nothing contained herein shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from the activities of Vendor or its agents, employees, invitees, or Vendors upon the Premises during the License Period.

XXXIX. Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this bid document. All modifications to this bid document shall be made by the official issuance of an addendum by the Project Manager of the City of Tomball.

XL. Purchase Authorization Requirements

Purchases of more than \$50,000 require a signed contract and/or purchase order and must be approved by City Council.

Bidders providing products or services without a signed contract and/or purchase order to do so at their own risk. The City of Tomball, Harris County, Texas will not be liable for payment for any product or service provided under this bid unless a valid contract and/or purchase order has been issued to the successful bidder.

XLI. References

The City of Tomball may request the bidder to supply, with this bid package, a list of at least three (3) references where like services or products have been supplied by their firm or company. If requested, include the name of the firm or company, mailing address, telephone number and contact person.

XLII. Reject Item(s)

Item(s) that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Tomball.

XLIII. Rights Reserved

This bid must comply with all federal, state and local laws concerning this product or service.

The City of Tomball reserves the right to accept or reject any or all bids, to accept a bid in part or in whole, to waive informalities or irregularities and to award bid to the lowest responsible bidder.

XLIV. Samples

Samples of products, when required, shall be furnished free of cost of any sort to the City. Samples of products may be retained for future comparison.

Samples which are not destroyed by testing, or which are not retained for future comparison will be returned to bidder upon request received by the City within 10 days after bid opening and at bidder's expense.

XLV. Contract Terms

Successful vendor will be awarded the contract, effective from the date of the award as determined by the City of Tomball. The contract will expire based on the terms and conditions of the approved contract. All prices will be held firm for the length of the contract.

XLVI. Renewal Options

The City of Tomball reserves the right to exercise an option to renew the contract with the successful Vendor for five (5) additional one-year terms, provided such an option is agreed upon by both parties. Price increases and/or decreases, agreed upon by both parties, would be limited to the lesser of the average change over the prior twelve months Consumer Price Index – All Urban Consumers – Houston Area, or in the Consumer Price Index – All Urban Consumers – US City Average.

XLVII. Funding

Funds for payment have been provided through the City of Tomball budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Tomball fiscal year shall be subject to budget approval.

XLVIII. Additional Information

Vendor will only be allowed to invoice for the cost of services/goods in compliance with the submitted bid as accepted by the City of Tomball. Payment will be made within thirty (30) days after receipt and acceptance by the receiving Department of all services, materials ordered, and the receipt of an accurate invoice from the vendor.

1. Invoices must have a complete description of the goods provided at the contracted price, the purchase order number, and address of service location or delivery address.
2. Upon the Award of Contract, Vendor may receive a request to process payments electronically.
3. Invoices shall be sent to the following address:

**City of Tomball 501 James Street
Tomball, Texas 77375
Or by email at: apayable@tomballtx.gov**

Further Information:

- A. Section 176.006 of the Texas Local Government Code, as amended through HB 23, requires a vendor of the City of Tomball to file a completed conflict of interest questionnaire (Form CIQ) if the Respondent has a business relationship with the City and:
 1. the date the Respondent begins discussions or negotiations to enter a contract with the City of Tomball or submits an application or response to a sealed bid request; or

2. the date the Respondent becomes aware of any business relationship as outlined in the preceding paragraph.

“Local Government Officer” means:

1. a member of the governing body (i.e., mayor or council member);
2. a director, superintendent, administrator, or other person designated as an executive officer of the City of Tomball; or
3. an agent of the City of Tomball who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.

State law requires that a vendor file an updated completed questionnaire with the City Secretary’s office not later than the 7th business day after the date on which the vendor becomes aware of an event that would make a statement in the questionnaire incomplete or inaccurate. Compliance with this law is the responsibility of each responding Proposer.

The Conflict-of-Interest Questionnaire (Form CIQ) is attached to this bid packet.

Vendor 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. Vendor 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.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered on or after January 1, 2016. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

With regards to City of Tomball purchases, a vendor that is awarded a contract or purchase that is greater than \$25,000 must electronically create a Form 1295 through the Texas Ethics Commission website and submit a signed and notarized copy of the form to the City. A contract, including City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.
(https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

EXHIBIT A
SCOPE OF WORK

EXHIBIT A – SCOPE OF WORK

BID 2024-07: Grand Parkway Natural Gas Gate

This project constructs a natural gas city gate which will connect pipeline feed from Kinder Morgan to a newly installed distribution system in the site development referred to as Grand Parkway Town Center. The new city gate is referred to as Grand Parkway City Gate. This project is a collaborative effort with Kinder Morgan:

SCOPE OF WORK

All items of work required to complete the project as shown or implied by the plans and as specified in the contract documents which are not listed as a pay item in the proposal, are considered incidental to the pay item installed.

Contractor must supply all labor, materials, tools, and equipment necessary to properly complete the scope of work proposed in accordance with the project requirements, bidding documents and industry best practices for the construction of Grand Parkway City Gate per the attached plans. Contractor must obtain approval for all materials prior to installation.

Kinder Morgan construction personnel may be on-site. Access to their portion of the project site must not be impeded at any time. Contractor is expected to coordinate work and staging areas with Kinder Morgan to ensure Kinder Morgan construction is not impacted by the performance of this scope of work.

Below is the full scope of work to be expected of the selected Contractor:

I. Quantities and Measurements

All items will be measured and paid as lump sum items on a percent complete basis. The descriptions of the bid items are as follows:

II. Mobilization and Demobilization

- A. This item shall be paid on a lump sum basis and includes all costs on a one-time basis respectively for mobilization and demobilization of equipment, labor, insurance, bonds and related expenses necessary to complete this project. Additional mobilization/demobilization will be coordinated and approved by the City. Price for this item must not exceed 5% of the total contract. This item will be paid at mobilization (70%) and demobilization (30%) at construction start and end, respectively.

III. Station Fabrication

- A. This item includes procuring and assembling of a new city gate station, including all appurtenances as detailed in the station design in accordance with City standards and the station requirements included in the plans. Contractor shall furnish all materials as per the Bill of Materials specified in the station design with all required accessories necessary for the intended operation of the system. Some materials are designated in the Bill of Materials as "installation only"; these items are to be procured by the City. Contractor is responsible for coordinating with the City to take receipt of said items. Fabrication off-site is not allowed. Material Test Reports and Bills of Laden must be reviewed and approved prior to fabrication and are considered turnover documents.

IV. Station Installation

This item shall be paid on a lump sum basis and includes the installation of a new city gate station, including all appurtenances as detailed in the station design, station layout and station requirements. Contractor shall furnish station with all required accessories necessary for the intended operation of the system, including but not limited to the following:

- a. Welding pipe, fittings, valves, and equipment
- b. X-ray 100% welds
- c. Pressure testing
- d. Installing station, complete in place
- e. Installing odorizer, complete in place
- f. Installing separator, complete in place
- g. Concrete sleepers
- h. Air-Ground interface wrapping
- i. Station supports
- j. Protective coating
- k. Trench excavation and protection
- l. Field verification of existing utilities in the work area
- m. Furnishing all turnover documents to City, including but not limited to contractor redlines and pressure test documentation.

V. Inlet Piping

This item shall be paid on a lump sum basis for the high-pressure main line installation, which includes the fabrication, testing and installation of 110 LF of 4" API 5L X-42 steel. This scope begins with an above ground flange connection to the Kinder Morgan meter station, transitions to the underground and terminates with a riser on the upstream side of the City Gate Station to the inlet flange of the separator. This line may also be referred to as the upstream line. The station layout provides a concept for the general placement of the upstream line and is subject to change once both stations (Kinder Morgan supply station and City Gate Station itemized above) are installed. Contractor shall furnish this item with all required accessories necessary for the intended operation of the system, including but not limited to the following:

- a. Welding pipe, fittings, and valves
- b. X-ray 100% of welds
- c. Field verification of existing utilities in the work area.
- d. Trench excavation and protection
- e. Installation and compaction of pipe bedding, embedment and backfill
- f. Pressure testing
- g. Connecting upstream line to Kinder Morgan meter station and Grand Parkway City Gate, which includes isolation kits at both respective connections. This also includes installation of a test station and 17 lb magnesium anode.
- h. Site restoration to restore site to original or better condition.

VI. Outlet Piping

This item shall be paid on a lump sum basis for the low-pressure main line, which installed and includes the fabrication, testing and installation of 5 LF of 6" API 5L-X42 steel and 105 LF of 4" PE 4710 SDR 11. This scope begins with a weld-neck flange at the downstream end of the City Gate Station, risers down to the underground, transitions to PE 4710 and terminates with a 6" polyethylene ball valve and 6" inline tee at Rocky Rd. Contractor must purge all air off of the existing gas system and cut in the 6" inline tee on the existing 6" main previously installed within Rocky Rd right-of-way. This line may also be referred to as the downstream line. Contractor must also cut out existing 6" tee at existing lateral into the site and replace with 6" polyethylene. Existing riser at end of existing 6" lateral must also be removed. Contractor may elect to re-use any portion of the existing 6" line that is abandoned. Pressure gauge and all above ground appurtenances must be returned to designated City of Tomball gas representative. All materials and labor must meet or exceed City of Tomball gas installation requirements. Contractor shall furnish this item with all required accessories necessary for the intended operation of the system, including but not limited to the following:

- a. Joining and welding pipe and fittings
- b. Tracer wire installation at the transition fitting per project requirements.
- c. Connecting tracer wire to any pre-existing tracer wire in the tie-in area.
- d. Installing ball valve complete in place with valve stack.

- e. Field verification of existing utilities in the work area.
- f. Trench excavation and protection
- g. Installation and compaction of pipe bedding, embedment and backfill
- h. Pressure testing
- i. Connecting downstream line to Grand Parkway City Gate and Town Center polyethylene system, which includes isolation kit at the Grand Parkway City Gate outlet connection.
- j. Transition fitting, including the Installation of a test station, 5-pound zinc anode, and 17-pound magnesium anode per station requirements.
- k. Cutting in new 6" inline tee.
- l. Cutting out existing 6" inline tee.
- m. Removal of existing above ground riser.
- n. Site restoration to restore site to original or better condition.

VII. Site Improvements

This item shall be paid on a lump sum basis and includes the installation of a lateral driveway, security fence and gates, and rock finish, including all appurtenances as detailed in the station layout, site details and station requirements. Contractor shall match existing drive entrance grade and materials as noted in the station layout and site details. Driveway must be 16' width and allow access to the site as noted on the plans. Driveway must consist of 4" caliche pad with 2" clean #57 stone as noted on site details. Driveway covers an approximate 1,395 square foot area. Contractor must install 6' tall perimeter security fence, 1-20' wide gates, and 2-4' wide man-gates as noted on site details. Fenced area must be leveled and finished with clean #57 stone; the total fenced area is approximately 10,500 square feet. Contractor must furnish all materials with all required accessories necessary for the site ingress, egress, security and protective measures, including but not limited to the following:

- a. Site work, including but not limited to ground leveling, driveway extension & final site finishing.
- b. Perimeter fencing, man gates, double gates and fence grounding. Contractor must install privacy slats on all perimeter fencing and gates.
- c. Site restoration restore site to original or better condition.
- d. Furnishing all turnover documents to City, including but not limited to contractor redlines.

VIII. System Commissioning

This item shall be paid on a lump sum basis and includes the commissioning of the new system which includes the upstream line, downstream line, and new city gate station, including all appurtenances as detailed in the station design, station layout and station requirements. Contractor shall furnish station with all required accessories necessary for the intended operation of the system, including but not limited to the following:

- a. Provide assistance to Kinder Morgan and City personnel with commissioning the upstream line.
- b. Provide assistance to YZ and City personnel for the initial odorant injection into the system and commissioning the downstream line.

IX. General Requirements

- a. Actual final location of the upstream line, downstream line, station and odorizer must be coordinated in the field with City of Tomball.
- b. Contractor must be licensed and City approved in order to perform any proposed installations for the City of Tomball natural gas distribution system. All personnel must meet or exceed City of Tomball Gas Department Operator Qualification requirements and must have all licenses and qualification credentials on site and readily available at all times during all construction phases.
- c. Contractor must provide a list of qualified personnel prior to construction start for approval. New personnel added throughout the project must be qualified and added to the list of approved contractor personnel prior to working on-site. Personnel is considered qualified if badged through Energy Worldnet and accepted by City of Tomball.
- d. Prior to construction, natural gas contractor must be familiar with City of Tomball construction requirements, the plans (including all notes) and any other applicable standards or specifications relevant to the proper completion of the work specified. Failure on the part of the contractor to be familiar with all standards and specifications pertaining to this work shall in no way relieve the contractor of responsibility for performing the work in accordance with all such applicable standards and specifications or be cause for additional compensation.
- e. Contractor shall comply with latest edition of OSHA regulations and the State of Texas laws concerning excavation.
- f. Contractor is required to have one call tickets on site at all times.
- g. Contractor is responsible for proper trenching and the associated trench safety.
- h. Construction inspection will be performed by the City of Tomball Gas Department or a designated representative(s). Unrestricted access must be provided to City representatives at all times. Contractor is responsible for understanding and scheduling required inspections.
- i. All proposed gas lines must be installed, tested and activated in accordance with applicable codes, standards and industry best practices. The complete scope of work is to be performed under the supervision of the City of Tomball Gas Department or designated representative.

- j. City of Tomball natural gas distribution system installations must meet or exceed the following minimum standards, listed in no particular order:
 - I. Title 49 Code of Federal Regulations Parts 192, 199 & 40
 - II. Texas Administrative Code Title 43 Chapter 21 Subchapter C Rule 21.40
 - III. Texas Administrative Code Title 16 Chapter 18 Underground Pipeline Damage Prevention
 - IV. Texas Administrative Code Title 16 Chapter 8 Pipeline Safety Rules
 - V. City of Tomball Construction Requirements
 - VI. City of Tomball Operations & Maintenance Manual
 - VII. ANSI GPTC Z380.1-2018
 - VIII. ASME B31.8
 - IX. AGA, CGA and NACE Best Practices
 - X. Industry best practices must also be adhered to at all times. In the event of a conflict between any of the references, the more stringent requirement governs.
- k. All necessary tools and equipment must be maintained in good working condition at all times.
- l. City of Tomball Gas Department reserves the right to inspect each material order upon delivery and, at the option City of Tomball, reject any items not meeting City criteria.
- m. Contractor must perform a receiving inspection when materials are delivered, and any shipping damage must be addressed immediately. The receiving inspection must confirm the Packing List, Bill of Lading and physical products received are in agreement.
- n. Before and during pipe unloading, Contractor must inspect for damage, carefully inspecting any cuts, abrasions, scrapes, gouges tears and/or punctures and consult with designated City of Tomball Gas personnel for damage assessment guidelines.
- o. Any handling of pipe, materials or equipment must be done in such a manner as not to damage, or cause it to damage any pipe, materials or equipment. Any such items on the project site are the responsibility of the contractor and the contractor must pay for any pipe, materials or equipment lost, stolen or damaged at the construction site and/or material staging site. Contractor must make every effort to avoid scuffing or gouging the pipe surface while transporting, unloading and/or installing the pipe. Any defects or repairs must be reported to and inspected by City of Tomball.
- p. During the course of construction, diligent care must be exercised by the contractor to keep the interior of the line clean. At the end of each day's work, and when the ends of the installed pipe are left unattended, the pipe ends must be securely closed to prevent the entrance of water, animals, trash or any other obstructions, and must not be opened until work is resumed. Any and all work required to ensure the pipe is clear of debris and other matter or to remove such obstructions is Contractor's expense. Intrusion incidents will require air purging, sponging, and/or purging of the pipe segment that is contaminated. Procedures for such are at the discretion of City of Tomball.

- q. Trench excavation, bedding and backfill shall be in accordance with ASTM D2488 visual-manual procedures, the Unified Soil Classification System (uses), City of Tomball Installation Specifications, material specifications and plan or as otherwise authorized in writing by the Project Engineer or City of Tomball Gas Department.
- r. All buried polyethylene pipe must have an accompanying tracer wire installed 6" adjacent to the pipe installed. Tracer wire must be installed at the 9 o'clock or 3 o'clock position of the pipe.
- s. Tracer wire must originate and terminate above ground at a test station. The Contractor must notify the Gas Department inspector 48 hours prior to commencement of continuity testing of new tracer wire prior to activation. This test must be performed by the Contractor on all tracer wire and all issues found must be repaired immediately under the supervision of the Gas Department inspector or designee.
- t. Warning tape must be installed at least 1' below ground along the installed pipe centerline.
- u. All polyethylene pipe and fittings must be new and comply with ASTM D2513 unless approved by City of Tomball. Unless otherwise noted, all gas pipe must be yellow PE 4710.
- v. All steel pipe and fittings must be new prime seamless pipe manufactured in accordance with API 5L or ASTM A106.
- w. Contractor must perform a pressure test on all mains and the City Gate Station in accordance with industry best practices and City of Tomball requirements. The target test pressure is 2160 psig and must be held for a 4-hour period per the Station Pressure Test Requirements found in the Station Requirements section of the plans. The pressure test must be witnessed by the City of Tomball Inspector. Contractor is responsible for coordinating inspector presence.
- x. Prior to de-mobilizing from the site, Contractor must confirm City of Tomball has accepted all installations, including fencing, driveway, and final station finish and that no additional work is needed to satisfy City of Tomball requirements.

EXHIBIT B

BID FORM

Provide a total cost estimate, including delivery expenses, for the requested services described in Exhibit A – Scope of Work.

Proposal for the Construction of

Grand Parkway City Gate (Bid Number: 2024-07)

We, the undersigned, having familiarized itself with local conditions affecting the cost of the work with all requirements of Contract Documents as prepared by the Engineers, and all Addenda to said Documents, hereby proposes to furnish all things as required by said Documents and addenda thereto for the construction of said items for the unit prices for work in place for the items as set out hereinafter.

Item No.	Item Name	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS		
2	Station Fabrication	1	LS		
3	Station Installation	1	LS		
4	Inlet Piping	1	LS		
5	Outlet Piping	1	LS		
6	Site Improvements	1	LS		
7	System Commissioning	1	LS		
8	Demobilization	1	LS		

Total Bid Price: _____

NOTE: The unit prices stated herein before must include all labor, materials, equipment, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for and the Owner reserves the right to delete all or a portion of any Bid Item. The above quantities are approximate and may vary from the final quantities. Do not order material based on these approximate quantities.

ATTEST:

Contractor

By: _____
(Seal if Corporation)

Address

Telephone

EXHIBIT C
ADDITIONAL DOCUMENTS

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

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

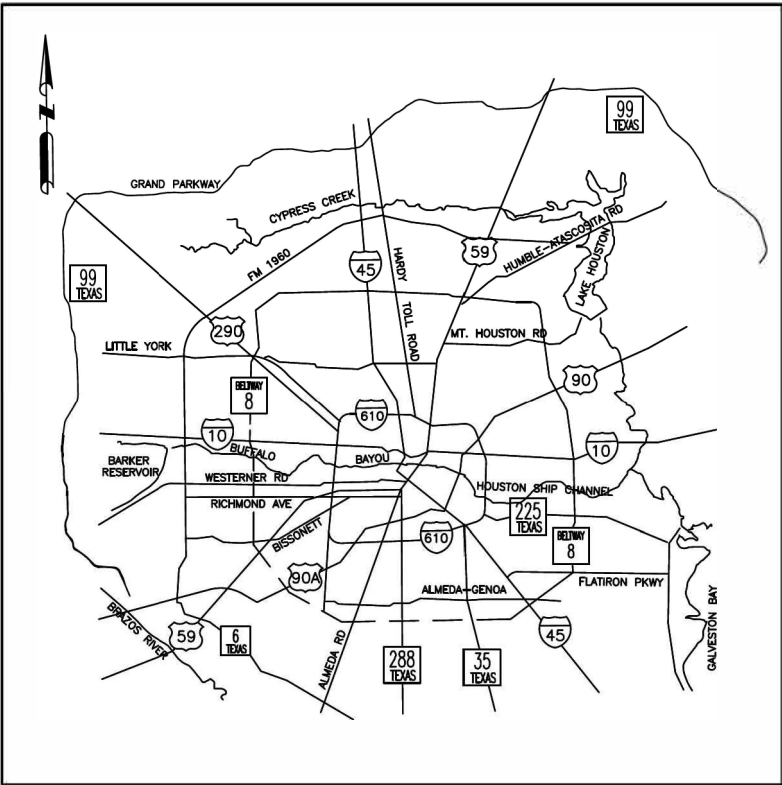
(C) of a family relationship with a local government officer.

EXHIBIT D
DESIGN PLANS

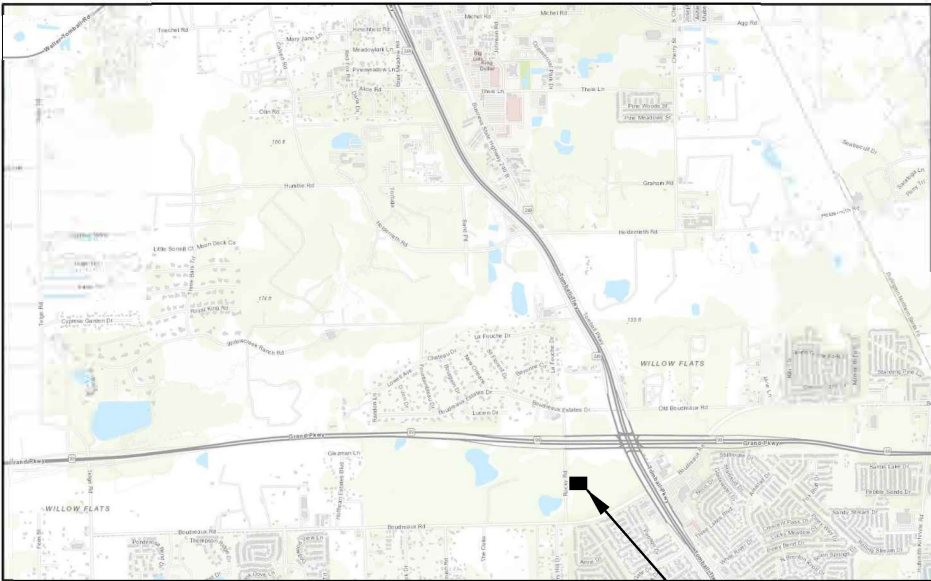
EXHIBIT D

CITY OF TOMBALL

GRAND PARKWAY CITY GATE



LOCATION MAP
SCALE: N.T.S.



GENERAL LOCATION MAP
APPROXIMATE PROJECT AREA



JANUARY 2024

MAYOR
LORI KLEIN QUINN

CITY MANAGER
DAVID ESQUIVEL

COUNCIL MEMBERS

JOHN F FORD POSITION 1	MARK STOLL POSITION 2	DAN DUNAGIN POSITION 3	DEREK TOWNSEND, SR. POSITION 4	RANDY PARR POSITION 5
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SHEET INDEX

SHEET	TITLE
01	COVER
02	GENERAL NOTES
03	STATION REQUIREMENTS
04	STATION LAYOUT
05	SITE DETAILS
06	STATION DESIGN

APPROVED BY	DESCRIPTION	REV. BY	DATE	SCALE: NTS	DRAWN: mo/tk/dp	CHECKED: dp/jrr	DATE: 01.16.2024
GRAND PARKWAY CITY GATE				GENERAL NOTES			
SHEET							
Page 167							
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STATION REQUIREMENTS GENERAL

1. ALL CONSTRUCTION, MATERIALS, FABRICATION AND INSTALLATIONS MUST ADHERE TO GENERAL NOTES, GAS CONSTRUCTION GENERAL NOTES, TESTING REQUIREMENTS, TIE-INS, ABANDONMENT AND PURGING REQUIREMENTS, AND APPLICABLE CODES AND REGULATIONS AS APPLICABLE, UNLESS OTHERWISE STATED.

2. CONTRACTOR MUST COORDINATE WITH CITY FOR TEMPORARY ADJUSTMENTS OF ANY PHYSICAL CONFLICTS BETWEEN NEW AND EXISTING ELEMENTS, INCLUDING BUT NOT LIMITED TO PIPE SUPPORTS, STATION RUNS, AND UNDERGROUND HIGH PRESSURE OR DISTRIBUTION LINES BELONGING TO CITY.

3. ALL EQUIPMENT MUST BE INSTALLED IN ACCORDANCE WITH MANUFACTURER REQUIREMENTS AND SETTINGS ARE PER EQUIPMENT SPECIFICATIONS ON STATION PLANS.

4. CONCRETE MUST BE READY-MIXED UTILIZING TYPE 1 PORTLAND CEMENT CONFORMING TO ASTM CL 50, WASHED SAND AND COURSE AGGREGATE (CRUSHED ROCK OR WASHED GRAVEL) CONFORMING TO ASTM C23. THE CONCRETE DESIGN STRENGTH WILL BE 4000 PSI AT 28 DAYS.

5. ALL CONCRETE FOUNDATIONS WILL BE PLACED ON UNDISTURBED SOIL. IF OVER EXCAVATION OCCURS, CONCRETE WILL BE USED TO FILL MINOR IRREGULARITIES OR FILL WILL BE REPLACED WITH COMPACTION TO A MINIMUM 95% MODIFIED PROCTOR.

6. ALL ABOVE GROUND PIPE MUST BE NEW PRIME SEAMLESS PIPE PER 49 CFR PART 192 AND MUST BE MANUFACTURED IN ACCORDANCE WITH API-5L OR ASTM A106 STANDARDS AS WELL AS SATISFY ALL OTHER MATERIAL REQUIREMENTS.

7. ALL ABOVE GROUND BALL VALVES ARE TO MEET THE SPECIFICATIONS NOTED IN THE BILL OF MATERIALS FOR EACH STATION AND MUST BE INSTALLED IN THE 3 O’CLOCK OR 9 O’CLOCK POSITION.

STATION REQUIREMENTS PRESSURE TEST

1. CONTRACTOR MUST PERFORM AN AIR OR NITROGEN PRESSURE TEST IN ACCORDANCE WITH INDUSTRY BEST PRACTICES BEFORE COMMISSIONING. THE TARGET TEST PRESSURE MUST BE 2160 PSIG AND HELD FOR A 4-HOUR DURATION. BUILD UP THE PRESSURE IN 25% INCREMENTS, HOLD AT EACH LEVEL FOR 15 MINUTES WHILE PERFORMING LEAK TESTS. ONCE TEST PRESSURE IS REACHED,PERFORM READINGS EVERY 15 MINUTES FOR THE DURATION OF THE TEST. DURING THIS TIME, PERFORM LEAK TEST EVERY HOUR, IF NO PRESSURE DROP; SOONER, IF DROP IN PRESSURE IS DETECTED. DOCUMENT TEST WITH TEST CHART AND DIGITAL GAUGE. PRESSURE TESTING SHALL BE PERFORMED UNDER

STATION REQUIREMENTS PRESSURE TEST (CONT’D)

SUPERVISION OF CITY AND ENGINEER. CITY WILL FURNISH TO CONTRACTOR A REQUIRED SYSTEM TEST REPORT IN ADVANCE OF THE PRESSURE TEST. CONTRACTOR MUST COMPLETE THE SYSTEM TEST REPORT WHEN THE PRESSURE TEST IS PERFORMED AND MUST RETURN THE COMPLETED REPORT (TEST PACKET)ALONG WITH THE REQUIRED ACCOMPANYING DOCUMENTATION (SYSTEM TEST REPORT SIGNED BY ALL PARTIES, TEST CHART SIGNED BY ALL PARTIES, DRAWINGS INDICATING SYSTEM TESTED, WELD MAPS, READER SHEETS, ALL APPLICABLE MTRS, AND ALL CERTIFICATIONS FOR TESTING EQUIPMENT) WITHIN 48 HOURS OF SUCCESSFULLY COMPLETED PRESSURE TEST.

2. CITY OF TOMBALL MUST BE PRESENT AT BEGIN AND END OF THE TEST FOR VERIFICATION.

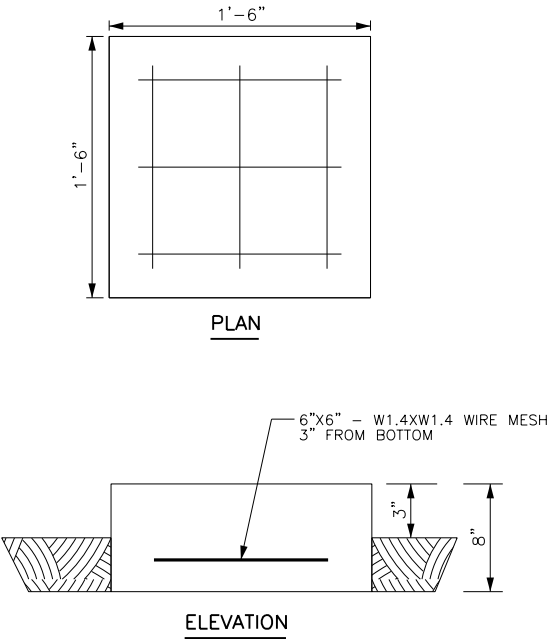
3. ALL PRESSURE TEST FAILURES DISCOVERED DURING THE TEST PERIOD MUST BE REPORTED TO CITY GAS DEPARTMENT PRIOR TO REPAIRING AND RE-TESTING.

4. PRIOR TO INSTALLING PIPE BY BORE, CITY MUST CONFIRM PIPE SEGMENT IS READY FOR USE IN THE BORE OPERATION.

5. ONCE NEW LINES ARE PRESSURE TESTED, CONTRACTOR MUST ALLOW DESIGNATED CITY GAS DEPARTMENT PERSONNEL OR REPRESENTATIVES TO RUN AN ODORANT CONCENTRATION TEST TO CONFIRM ADEQUATE GAS/ODORANT MIXTURE.

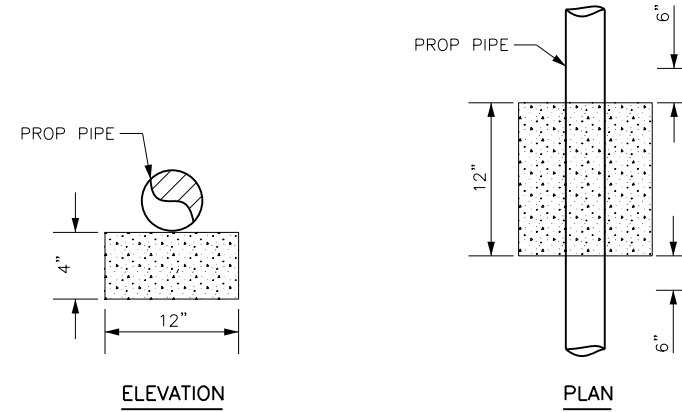
6. CONTRACTOR MUST EXPEL TEST MEDIUM IN CITY PRESENCE.

FILTER SEPARATOR FOUNDATION DETAILS



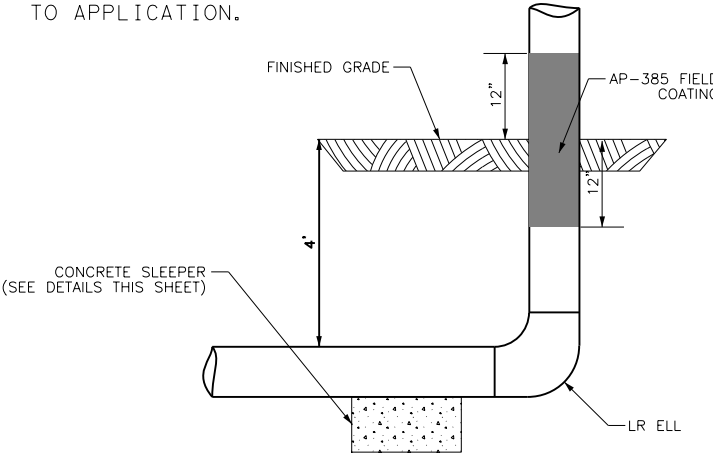
CONCRETE SLEEPERS DETAILS

- 1. CONTRACTOR MUST INSTALL A SLEEPER ON ALL RISERS.
- 2. SLEEPER THICKNESS MUST NOT EXCEED 4" AND DOES NOT REQUIRE REINFORCEMENT.
- 3. FINAL SLEEPER PLACEMENT MUST BE APPROVED BY CITY PRIOR TO INSTALLATION.

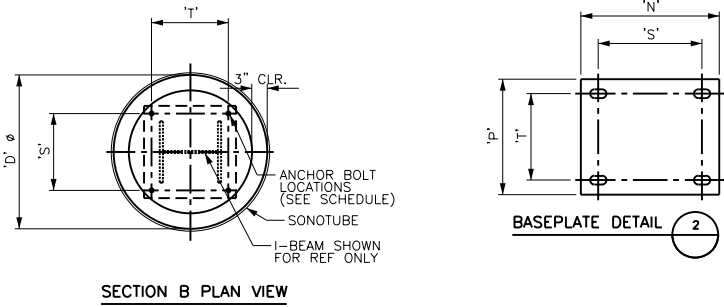
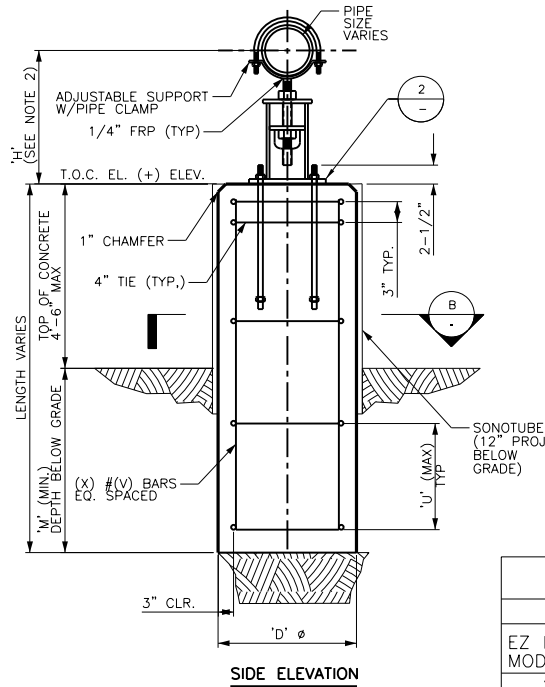


AIR–GROUND INTERFACE DETAILS

- 1. CONTRACTOR MUST APPLY 40-50 MILS ARMOR PLATE AP-385 OR OTHER EQUIVALENT FIELD COATING ON ALL RISERS AT AIR-GROUND INTERFACE 12" ABOVE AND BELOW FINISHED GRADE. ALTERNATE PRODUCT MUST BE APPROVED BY CITY OF TOMBALL GAS INSPECTOR PRIOR TO APPLICATION.



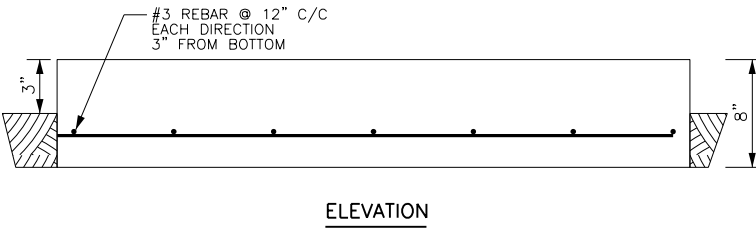
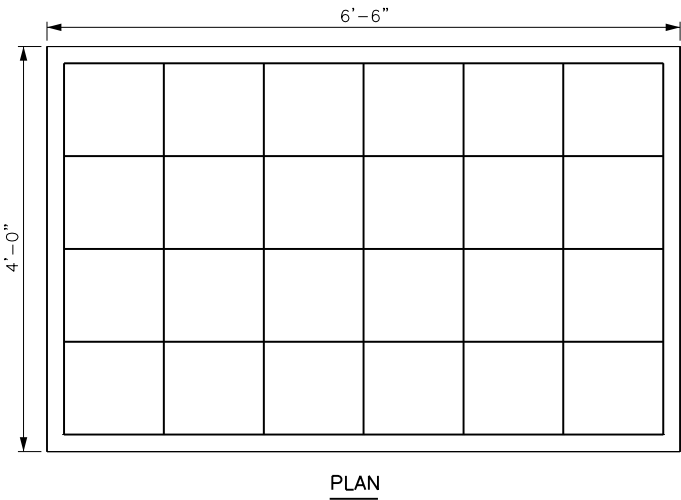
TYPE F PIPE SUPPORT FOUNDATION DETAILS



E-Z LINE TYPE FIR SUPPORT DETAIL					
PIPE SIZE	'D'	'M'	'X'	'V'	'U'
2"	1'-6"	3'-0"	6	6	1'-0"
3"	1'-6"	3'-6"	6	6	1'-0"
4"	1'-6"	3'-10"	6	6	1'-0"

E-Z LINE BASEPLATE CONFIGURATION									
APPLICABLE FOR STD. SUPPORT 2", MOD. SUPPORT 2", & MOD. SUPPORT 1"									
EZ LINE MODEL NO.	PIPE SIZE	'N'	'P'	'S'	'T'	'O' SLOTTED HOLES	ANCHOR ϕ	ANCHOR LENGTH	
204	2'-4"	0'-8"	0'-6"	0'-5"	0'-3 1/2"	5/8" ϕ x 1-1/2"	1/2"	12"	

YZ ODORIZER FOUNDATION DETAILS



APPROVED BY

DESCRIPTION

REV. BY

DATE

SCALE: NTS

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CHECKED: dp/jrr

DATE: 01.16.2024

GRAND PARKWAY CITY GATE

STATION REQUIREMENTS

SHEET

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PROTECTIVE COATING REQUIREMENTS

1.ALL SURFACE PREPARATION AND COATING WORK SHALL BE PERFORMED IN ACCORDANCE WITH FEDERAL (OSHA 1910), STATE AND LOCAL SAFETY AND HEALTH REQUIREMENTS, AND ALL REGULATIONS OF THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY, LOCAL AIR QUALITY MANAGEMENT DISTRICTS, AND OTHER GOVERNING REGULATORY AGENCIES. REFER TO TABLE 1 FOR MINIMUM CODES & STANDARDS.

2.PAINT WASTE MATERIALS INCLUDE, BUT ARE NOT LIMITED TO, PARTIAL CONTAINERS, EMPTY CONTAINERS, WASTE SOLVENTS, WASTE PAINT, AND CONTAMINATED EQUIPMENT AND DEBRIS. OTHER WASTE MATERIALS INCLUDE ABRASIVE AND OTHER DISPOSABLE ARTICLES GENERATED BY THE SURFACE PREPARATION AND COATING APPLICATION OPERATIONS.

3.CONTRACTOR IS RESPONSIBLE FOR THE DISPOSAL OF PAINT WASTE MATERIALS AND OTHER WASTE MATERIALS. DISPOSAL SHALL BE IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.

4.CONTRACTOR IS RESPONSIBLE FOR MONITORING WEATHER CONDITIONS TO CONTROL OVERSPRAY. DAMAGE TO COMPANY EQUIPMENT AND OF THE PUBLIC IS THE RESPONSIBILITY OF THE CONTRACTOR.

5.FOR SHOP COATING, THE CONTRACTOR SHALL PROVIDE EQUIPMENT CAPABLE OF REGULATING AND CONTROLLING CONDITIONS WITHIN THE WORK AREA TO THE EXTENT THAT THE TEMPERATURE OF THE SUBSTRATE IS ALWAYS A MINIMUM OF 5°F ABOVE THE DEW POINT. FOR SHOP OR FIELD COATING, THE SUBSTRATE TEMPERATURE DURING COATING APPLICATION AND CURING SHALL BE MAINTAINED BETWEEN A MINIMUM OF 50°F AND A MAXIMUM OF 110°F. COATINGS SHALL NOT BE APPLIED IN THE SHOP OR IN THE FIELD WHEN THE SUBSTRATE TEMPERATURE IS LESS THAN 5°F ABOVE THE DEW POINT.

6.PRIOR TO THE START OF WORK, THE CONTRACTOR SHALL EXAMINE ALL SURFACES TO BE COATED TO DETERMINE THEIR ACCEPTABILITY FOR THE SPECIFIED WORK. IF THE SURFACES ARE FOUND TO BE UNACCEPTABLE, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY CITY GAS INSPECTOR IN WRITING AND SHALL NOT COMMENCE WORK UNTIL THE UNACCEPTABLE CONDITIONS HAVE BEEN REMEDIED.

7.AREAS THAT MAY BECOME INACCESSIBLE OR DIFFICULT TO PAINT AFTER ASSEMBLY OR ERECTION SHALL BE PAINTED PRIOR TO ASSEMBLY OR ERECTION.

8.THE SURFACE PROFILE OF THE STEEL SHALL BE CLEANED BY BLASTING IN ACCORDANCE WITH SSPC-SP 6/ NACE NO. 3 COMMERCIAL BLAST CLEANING.

9.THE ABRASIVE MIXTURE AND THE COMPRESSED AIR SHALL BE CLEAN, DRY, AND OIL-FREE. TRAPS, IN ADDITION TO OIL AND WATER EXTRACTORS MOUNTED ON THE COMPRESSOR, SHALL BE USED.

10.PRIOR TO ABRASIVE BLAST CLEANING OR HAND TOOL OR POWER TOOL CLEANING, CONTAMINATION, INCLUDING OIL AND GREASE SHALL BE REMOVED IN ACCORDANCE WITH SSPC-SP 1 SOLVENT CLEANING. THE FINAL STEPS OF SSPC-SP 1 SHALL BE DETERGENT WASH AND A FRESH WATER RINSE TO REMOVE ANY OIL RESIDUAL FROM HYDROCARBON SOLVENT CLEANING. HYDROCARBON SOLVENT CLEANING IS PROHIBITED IF THE COATING TO BE APPLIED TO THE SURFACE IS WATERBORNE OR WATER-BASED.

11.BLAST CLEANING SHALL NOT BE PERFORMED IN THE IMMEDIATE AREA WHERE COATING OR DRYING OF COATED SURFACES IS IN PROGRESS. ALL SURFACES AND EQUIPMENT, WHICH ARE NOT TO BE COATED, SHALL BE SUITABLY PROTECTED FROM BLAST CLEANING.

12.BURRS, SLIVERS, SCABS, AND WELD SPATTER THAT BECOME VISIBLE AFTER ABRASIVE BLASTING SHALL BE POWER OR HAND TOOL CLEANED TO REMOVE THOSE IMPERFECTIONS. REPAIRED AREAS SHALL HAVE THE SURFACE PROFILE SUITABLY RESTORED. IF VISIBLE RUSTING OCCURS BEFORE COATING APPLICATION, THE SUBSTRATE SHALL BE RE-BLASTED TO REMOVE THE RUST.

13.IF VISIBLE RUSTING OCCURS BEFORE COATING APPLICATION, THE SUBSTRATE SHALL BE RE-BLASTED TO REMOVE THE RUST.

14.AFTER SURFACE PREPARATION AND IMMEDIATELY BEFORE COATING, DUST SHALL BE REMOVED FROM THE SURFACES TO BE COATED.

PROTECTIVE COATING REQUIREMENTS (CONT'D)

15.MACHINE RAISED FACE SURFACES SHALL BE SOLVENT CLEANED IN ACCORDANCE WITH SSPC-SP 1 BEFORE THE APPLICATION OF CHEVRON COMPOUND L MACHINED SURFACE COATING, AND SHALL BE PROTECTED FROM DAMAGE DUE TO SURFACE PREPARATION AND COATING OPERATIONS.

16.FLANGE MATING FACES SHALL BE MASKED OFF WITH PLYWOOD OR OTHER SUITABLE MATERIAL AS APPROVED BY CITY GAS INSPECTOR, TO PROTECT FLANGE SURFACES AND INTERNAL COMPONENTS. THE REMAINING PART OF THE FLANGE FACE (INCLUDING BOLT HOLES) SHALL THEN BE ABRASIVE BLASTED AND COATED. (SEE 17).

17.SHARP CORNERS AND EDGES SHALL BE CHAMFERED A MINIMUM OF 1/16" WIDE AT A 45 °ANGLE OR ROUNDED TO A MINIMUM RADIUS OF 1/32" (1/16" DIAMETER). THIS INCLUDES THE EDGES OF BOLT HOLES AND OTHER HOLES THAT ARE DRILLED OR TORCH CUT DURING SHOP FABRICATION OR FIELD ERECTION AND INSTALLATION.

18.MIXING, APPLYING, AND CURING OF THE COATING MATERIAL SHALL BE IN ACCORDANCE WITH THE COATING MANUFACTURER’S LATEST PUBLISHED INSTRUCTION AND THE REQUIREMENTS SPECIFIED HEREIN. WHEN MULTIPLE COMPONENT UNITS ARE MIXED, EACH COMPONENT SHALL BE MIXED SEPARATELY PRIOR TO THE MIXING OF THE COMBINED MATERIALS. ONLY COMPLETE KITS SHALL BE MIXED; NO PARTIAL KITS WILL BE ALLOWED.

19.COATING MATERIALS SHALL BE THOROUGHLY MIXED UNTIL THEY ARE SMOOTH AND FREE FROM LUMPS AND THEN STRAINED THROUGH A 30-MESH OR FINER SCREEN. MATERIAL SHALL BE AGITATED AS NECESSARY TO KEEP THE SOLIDS IN SUSPENSION. COATINGS THAT CONTAIN METALLIC ZINC, METALLIC ALUMINUM, OR MIO (MICACEOUS IRON OXIDE) MUST BE MECHANICALLY AGITATED AT ALL TIMES.

20.TO AVOID SURFACE CONTAMINATION ALL CLEANED SURFACES AND AREAS OF SURFACE PREPARATION SHALL BE KEPT SQUARED UP AND COATED THE SAME DAY OR SOONER WITH ONE COAT OF PRIMER, OR OTHERWISE RE-BLASTED THE FOLLOWING DAY IN ORDER TO REMOVE FLASH RUST.

21.ALL SANDBLASTED SURFACES SHALL BE PRIMED IMMEDIATELY AFTER PROPER SURFACE PREPARATION.

22.SILICA SAND FOR ABRASIVE BLASTING IS PROHIBITED FROM USE.

23.ABRASIVES FOR BLAST CLEANING SHALL BE CLEAN AND DRY, FURNISHED EITHER IN BULK OR PACKAGED, AND SHALL BE FREE OF OIL OR OTHER CONTAMINANTS. THE PARTICLE SIZE SHALL BE CAPABLE OF PRODUCING THE SPECIFIED SURFACE PROFILE. IF STEEL SHOT IS USED, IT WILL BE USED IN COMBINATION WITH STEEL GRIT TO PROVIDE REQUIRED ANGULAR PROFILE. MINERAL AND SLAG ABRASIVES SHALL MEET THE REQUIREMENTS OF SSPC AB 1.

24.RUNS, SAGS, VOIDS, DRIPS, OVER-SPRAY,LOSS OF ADHESION, BLISTERING, PEELING, MUD CRACKING INADEQUATE CURE, TRASH IN THE COATING, OR RUSTING OF THE SUBSTRATE SHALL NOT BE PERMITTED.

25.THE APPLICATION OF THE COATING SHALL BE PERFORMED ONLY WHEN THE ENVIRONMENTAL CONDITIONS MEET THE PARAMETERS SPECIFIED IN MANUFACTURER’S RECOMMENDED PROCEDURES.THE RELATIVE HUMIDITY SHALL NOT EXCEED THE PUBLISHED LIMITS ESTABLISHED BY THE COATING MANUFACTURER FOR THE COATING MATERIAL.

26.ENCLOSURES TO PERMIT COATING OF SURFACES DURING INCLEMENT WEATHER MAY BE USED, PROVIDED THE SPECIFIED ENVIRONMENTAL RESTRICTIONS ARE MAINTAINED WITHIN THE ENCLOSURE. THE ENCLOSURES AND METHODS OF ENVIRONMENTAL CONTROL DURING SURFACE PREPARATION, COATING APPLICATION, AND FOR 24 HOURS AFTER COATING APPLICATION SHALL MEET THE REQUIREMENTS OF ALL THE ABOVE AND THE MANUFACTURER’S RECOMMENDED PROCEDURES.

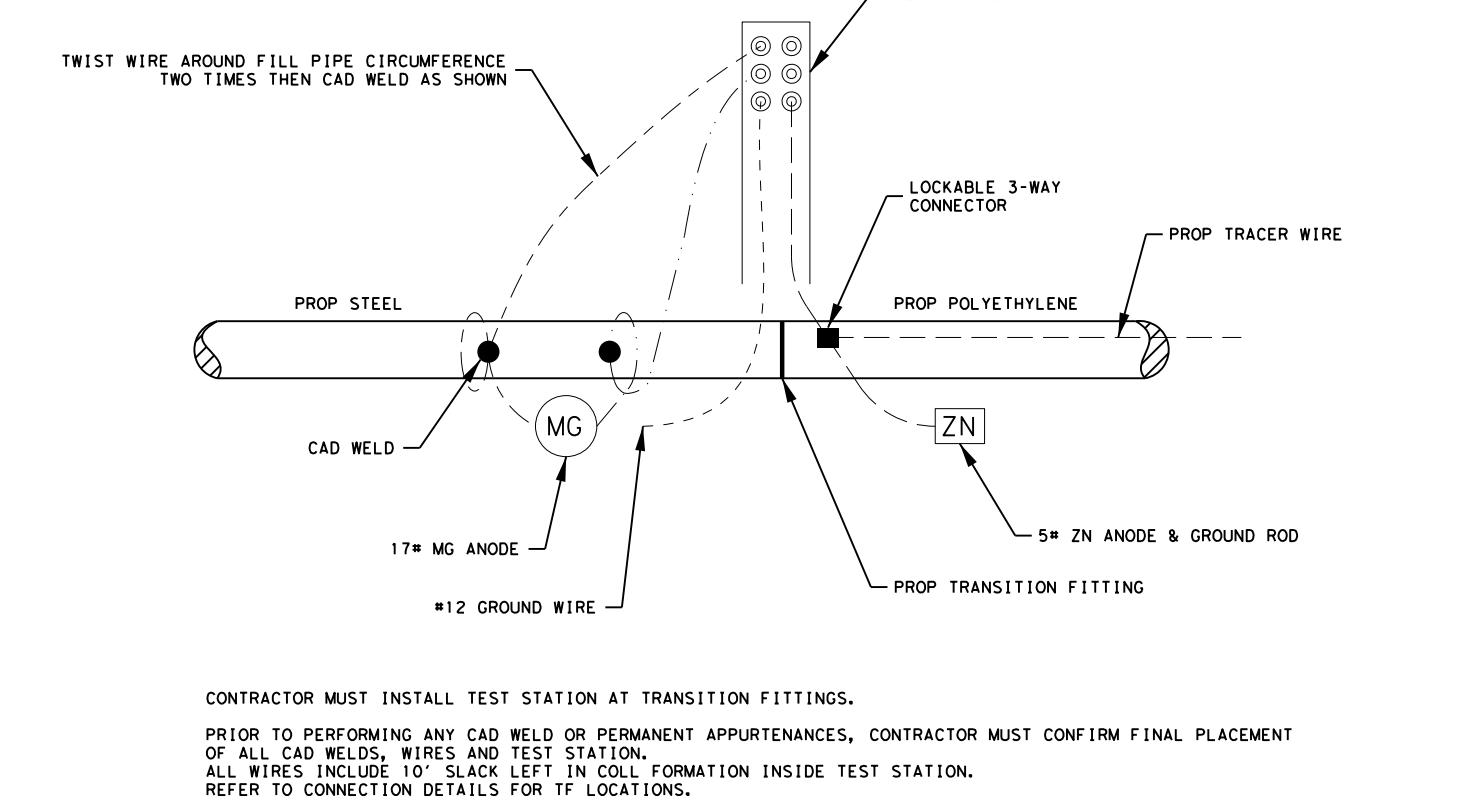
27.COATINGS SHALL BE APPLIED WITHIN THE MANUFACTURER’S MINIMUM AND MAXIMUM RE-COAT TIMES. DRY FILM THICKNESS OF EACH LAYER OF COATING SHALL BE IN ACCORDANCE WITH THE COATING CATEGORY AS SHOWN IN TABLE 2 OR IN ACCORDANCE WITH THE COATING MATERIAL MANUFACTURER’S RECOMMENDATION IF THAT RECOMMENDATION DIFFERS FROM TABLE 2. APPLICATION OF COATINGS AT A DRY FILM THICKNESS LESS THAN THAT SHOWN IN TABLE 2 MUST BE APPROVED BY CITY.

PROTECTIVE COATING REQUIREMENTS (CONT'D)

TABLE 1: MINIMUM CODES AND STANDARDS		
ORGANIZATION SSPC	STANDARD SSPC-SP 1	SUBJECT SOLVENT CLEANING
NACE / SSPC	NACE NO. 2 / SSPC-SP 10	NEAR WHITE BLAST CLEANING
NACE / SSPC	NACE NO. 3 / SSPC-SP 6	COMMERCIAL BLAST CLEANING
NACE / SSPC	NACE NO. 4 / SSPC-SP 7	BRUSH-OFF BLAST CLEANING
NACE / SSPC	NACE NO.5/ SSPC- SP 12	SURFACE PREPARATION AND CLEANING OF STEEL AND OTHER HARD MATERIALS BY HIGH- AND ULTRAHIGH- PRESSURE WATER JETTING PRIOR TO RE-COATING
SSPC	SSPC-SP 11	POWER TOOL CLEAN TO BARE METAL
SSPC	VIS 1-89	VISUAL STANDARDS FOR ABRASIVE BLAST CLEANED STEEL
SSPC	VIS 3	VISUAL STANDARD FOR POWER- AND HAND-TOOL CLEANED STEEL
SSPC	AB 1	ABRASIVE SPECIFICATION NO.1 MINERAL AND SLAG ABRASIVES
OSHA SSPC	29CFR1910.1025 PA 2	LEAD MEASUREMENT OF DRY PAINT THICKNESS WITH MAGNETIC GAUGES
NAPCA	TGF-3	NATIONAL ASSOCIATION OF PIPE COATING APPLICATION SPECIFICATIONS AND PLANT COATING GUIDE
ASTM	D4417	FIELD MEASUREMENT OF SURFACE PROFILE OF BLAST CLEANED STEEL
ASTM	E337	TEST FOR RELATIVE HUMIDITY BY WET-AND-DRY-BULB PSYCHROMETER

TABLE 2: PROTECTIVE COATING CRITERIA			
ANCHOR PROFILE	PRIMER COAT	INTERMEDIATE COAT	TOP COAT
1.25 TO 2.0 MILS	SHERWIN WILLIAMS RECOATABLE EPOXY 4.0-5.0 MILS DFT RED OXIDE	SHERWIN WILLIAMS MACROPOXY 646 (4.53) 4.0-6.0 MILS DFT PURE WHITE	SHERWIN WILLIAMS HI-SOLIDS POLYURETHANE 3.0 TO 4.0 MILS DFT TOWER GRAY

TRANSITION FITTING DETAIL



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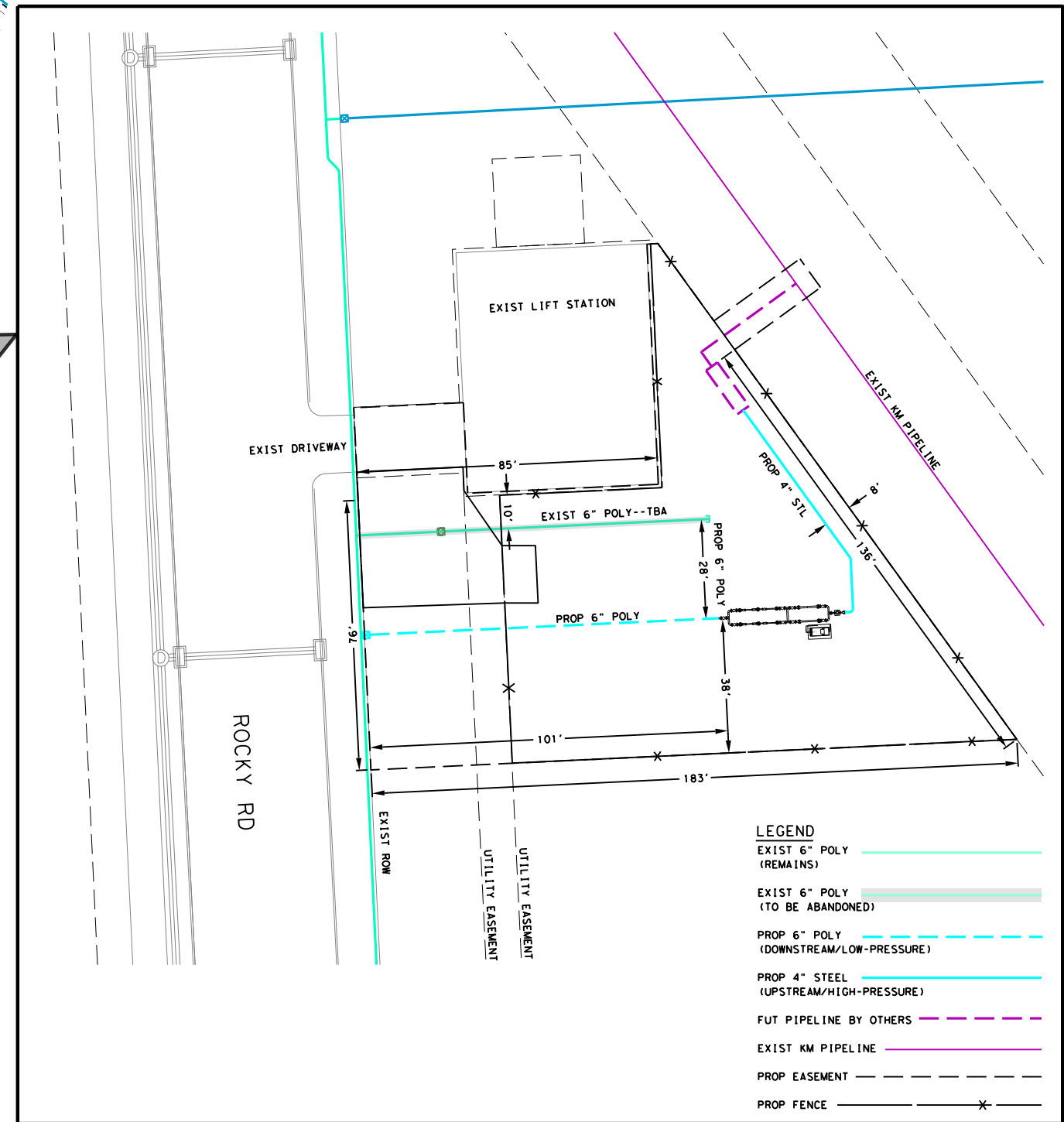


Grand Parkway City Gate Station Requirements



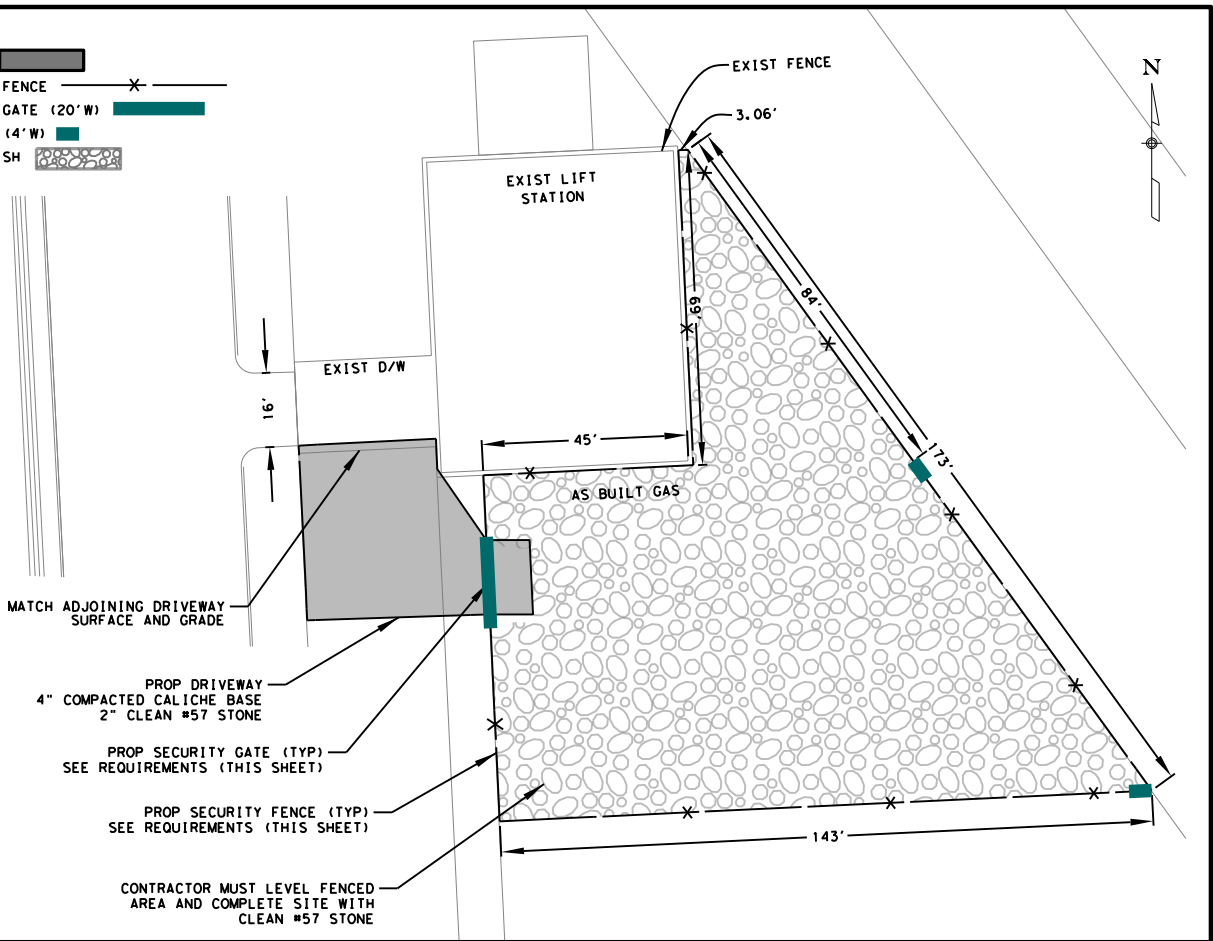
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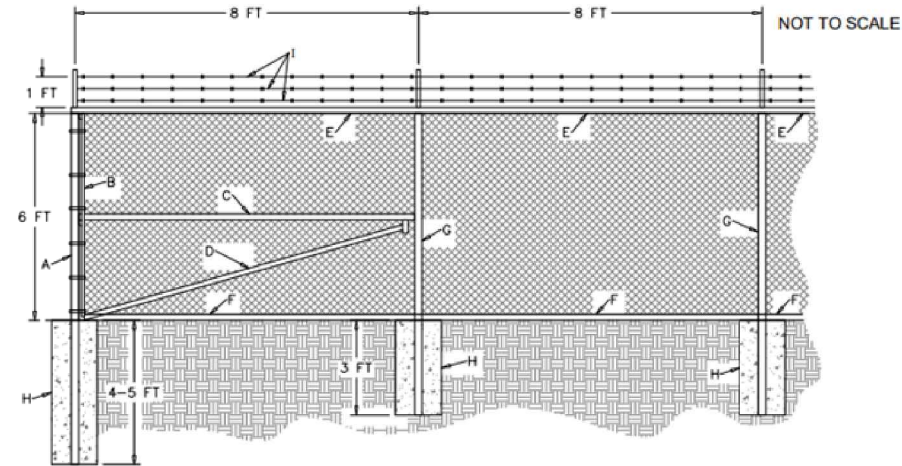
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LEGEND

- PROP DRIVEWAY
PROP SECURITY FENCE
PROP SECURITY GATE (20' W)
PROP MAN GATE (4' W)
PROP ROCK FINISH



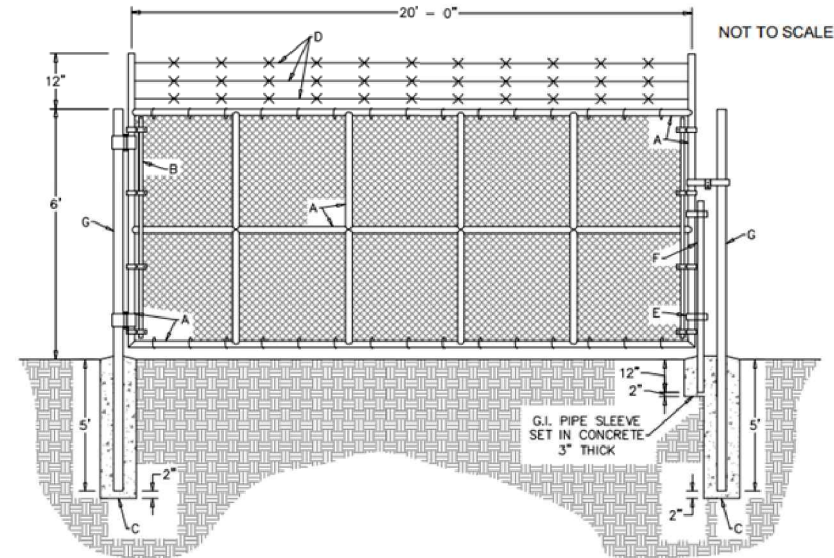
SECURITY FENCE REQUIREMENTS



MATERIAL LIST		
I.D.	ITEM	DESCRIPTION
*A	CORNER POST, INTERMEDIATE BRACES AND GATE POST	CORNER AND INTERMEDIATE POST WILL BE STEEL 4" O.D. AT 9.11 LBS/LF GATE POST WILL BE STEEL PIPE (O.D. VARIES SEE SHEET 2 AND 3)
B	TENSION BAND	1/4" X 3/4" STEEL BAND
C	BRACE RAIL	STEEL PIPE 1 5/8" O.D. AT 2.27 LBS/LF
D	DIAGONAL TRUSS ROD	3/8" STEEL TRUSS ROD
E	TOP RAIL	[MATERIAL ?] RAIL 1 5/8" O.D. AT 2.27 LBS/LF
F	TENSION WIRE	7 GAUGE, COMPLY WITH ASTM A-824
G	LINE POST	STEEL PIPE 2 3/8" O.D. AT 3.65 LBS/LF
H	CONCRETE	5000 PSI CONCRETE AROUND THE POST. DIAMETER WILL BE A MINIMUM OF 4 TIMES THE POST O.D. DIAMETER. (ITEM "G" LINE POST 9.5" MIN. DIA.) (ITEM "A" CORNER POST AND INTERMEDIATE BRACES 16" MIN. DIA.) (ITEM "A" GATE POST DIA. VARIES SEE SHT 2 OF 3 AND SHT 3 OF 3)
I	BARBED WIRE	1 1/2 GAUGE GALVANIZED (CLASS II ASTM121)

- NOTE:
- ALL ITEMS WILL BE THE SAME ON BOTH SIDES OF THE CORNER POST AND INTERMEDIATE BRACES. SEE (SHT 2 OF 3) AND (SHT 3 OF 3) FOR GATE SIDE OF GATE POST.
 - IF CORNER POST ARE MORE THEN 100 FEET APART OR 100 FEET FROM GATE POST: INTERMEDIATE BRACES WILL BE USED IN INTERVALS NO GREATER THAN 100 FEET.
 - 6 FOOT 2 INCH DIAMOND MESH INTERWOVEN FABRIC (MAXIMUM OF 100 FEET LONG), 9 GAUGE (HEAVY DUTY COMMERCIAL) WILL BE TIED TO TOP RAIL, LINE POSTS, BRACE RAIL, TENSION WIRE AND TENSION BANDS WITH ALUMINUM ALLOY STEEL TIE WIRE AT 15 INCHES ON CENTER.
 - ALL FITTINGS WILL BE GALVANIZED STEEL (SLEEVES, BANDS, CLIPS, RAIL ENDS, TENSION BARS, FASTENERS,...ECT)

SECURITY GATE REQUIREMENTS



MATERIAL LIST		
I.D.	ITEM	DESCRIPTION
A	GATE FRAME	GATE FRAME SHALL BE 2 3/8 INCH SCHEDULE 40 GALVANIZED STEEL PIPE WITH CENTER AND CROSS BRACING OF SAME MATERIAL AT EQUAL SPACING WITH FULLY WELDED CONSTRUCTION
B	TENSION BAND	1/4" X 3/4" STEEL BAND
C	CONCRETE	5000 PSI CONCRETE AROUND THE POST. DIAMETER WILL BE A MINIMUM OF 4 TIMES THE POST O.D. (GATE POST (MAIN ENTRANCE) 34 1/2" MIN. DIA.)
D	BARBED WIRE	1 1/2 GAGE GALVANIZED (CLASS II ASTM121)
E	PLUNGER ROD GUIDE	2 REQUIRED
F	PLUNGER ROD	1 3/8 INCH O.D.
G	GATE POST	GATE POST WILL BE STEEL PIPE 8 5/8" O.D.

- NOTE:
- 6 FOOT 2 INCH DIAMOND MESH INTERWOVEN FABRIC, 9 GAUGE (HEAVY DUTY COMMERCIAL) WILL BE TIE TO TOP, BOTTOM AND BOTH VERTICAL AND HORIZONTAL CROSS BRACES OF THE FRAME WITH ALUMINUM ALLOY STEEL TIE WIRE AT 15 INCHES ON CENTER.
 - ALL FITTINGS WILL BE GALVANIZED STEEL (SLEEVES, BANDS, CLIPS, RAIL ENDS, TENSION BARS, FASTENERS, PLUNGER ROD, SCREW RESTRAINERS,...ETC)
 - GATE HARDWARE: FORK LATCH WITH GRAVITY DROP; TWO 180 DEGREE GATE HINGES PER LEAF AND HARDWARE FOR PADLOCK.

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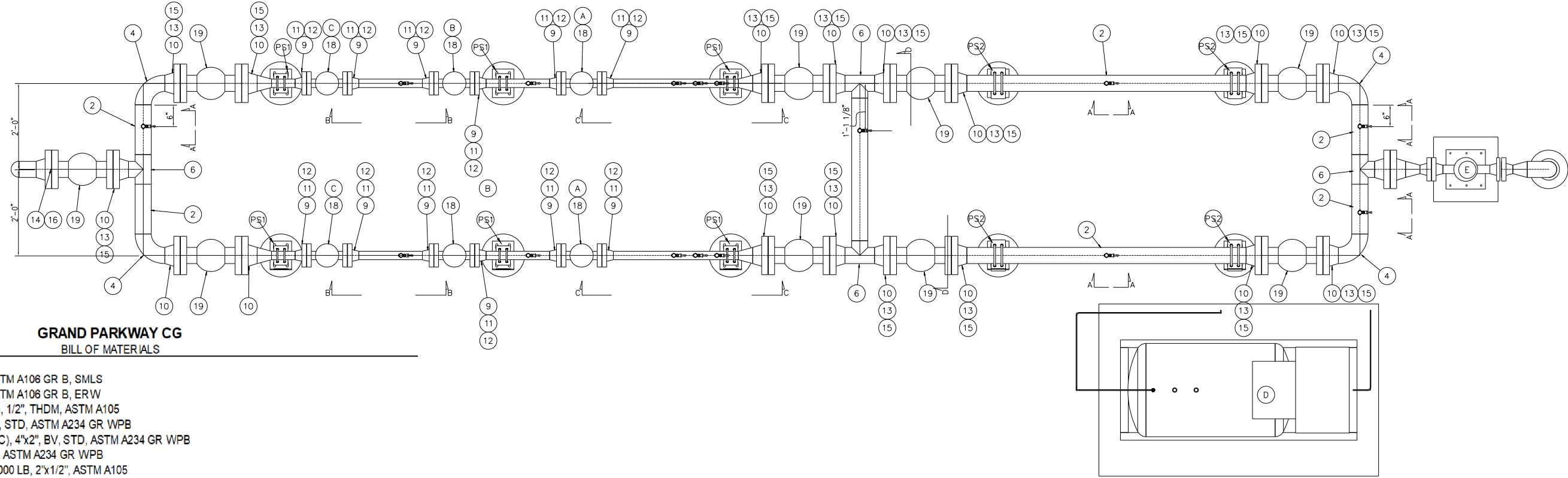
GRAND PARKWAY CITY GATE

SITE DETAILS

SHEET

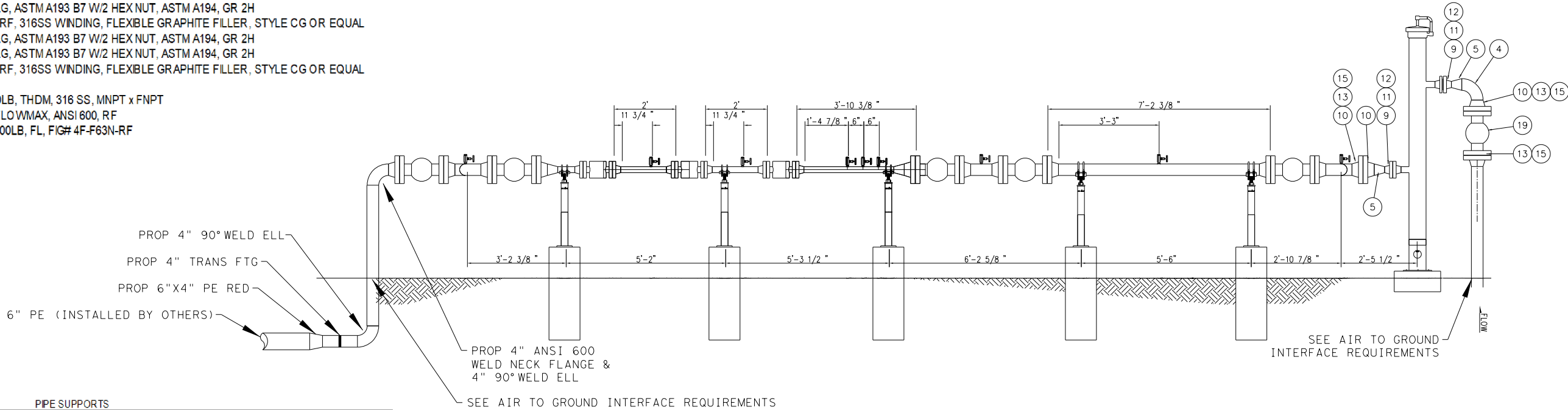
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GRAND PARKWAY CG
BILL OF MATERIALS

ID	QTY	DESCRIPTION
1	12'-9 7/8"	PIPE, 2", STD, ASTM A106 GR B, SMLS
2	20'-11 1/16"	PIPE, 4", STD, ASTM A106 GR B, ERW
3	16	PLUG, HEX HEAD, 1/2", THDM, ASTM A105
4	5	ELL 90 LR, 4", BV, STD, ASTM A234 GR WPB
5	6	REDUCER (CONC), 4"x2", BV, STD, ASTM A234 GR WPB
6	4	TEE, 4", BV, STD, ASTM A234 GR WPB
7	10	THREADOLET, 3000 LB, 2"x1/2", ASTM A105
8	6	THREADOLET, 3000 LB, 4"x1/2", ASTM A105
9	14	FLANGE WN, 2", 600LB, RF, STD BORE, ASTM A105
10	20	FLANGE WN, 4", 600LB, RF, STD BORE, ASTM A105
11	112	BOLT, STUD, 5/8" x 4.25" LG, ASTM A193 B7 W/2 HEX NUT, ASTM A194, GR 2H
12	14	GASKET, SWG, 2", 600LB RF, 316SS WINDING, FLEXIBLE GRAPHITE FILLER, STYLE CG OR EQUAL
13	160	BOLT, STUD, 7/8" x 5.75" LG, ASTM A193 B7 W/2 HEX NUT, ASTM A194, GR 2H
14	8	BOLT, STUD, 7/8" x 6.25" LG, ASTM A193 B7 W/2 HEX NUT, ASTM A194, GR 2H
15	20	GASKET, SWG, 4", 600LB RF, 316SS WINDING, FLEXIBLE GRAPHITE FILLER, STYLE CG OR EQUAL
16	1	4" INSULATING KIT, 600LB
17	16	NEEDLE VALVE, 1/2", 6000LB, THDM, 316 SS, MNPT x FNPT
18	6	REGULATOR, MOONEY, FLOWMAX, ANSI 600, RF
19	10	BALL VALVE, BALON, 4", 600LB, FL, FIG# 4F-63N-RF



PIPE SUPPORTS

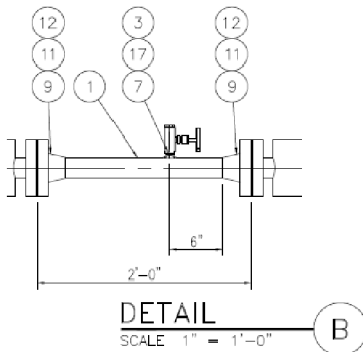
ID	QTY	NO	DESCRIPTION
PS1	6	2"	EZ-LINE FIGURE FIR ADJUSTABLE PIPE SUPPORT, BASE PLATE WITH SLOTTED HOLES, 204-FIR 2", D=2'-6"
PS2	4	4"	EZ-LINE FIGURE FIR ADJUSTABLE PIPE SUPPORT, BASE PLATE WITH SLOTTED HOLES, 204-FIR 4", D=2'-6"

EQUIPMENT

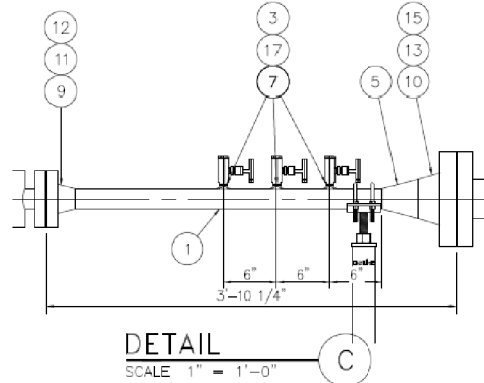
ID	QTY	EQUIPMENT	SPEC
A	2	REGULATOR	2" MOONEY REGULATOR, FG 53, FLOWGRID 2"x1", ANSI 600, SET 500#, FG-53-35SDH-75 / FP-50 / 30SD / 24S / C, 20HS PILOT, FP 50 GREEN SPRING, 30SD FILTER, 24S RESTRICTOR, 35% SDH THP, 75 DUROMETER
B	2	REGULATOR	2" MOONEY REGULATOR, FG 53, FLOWGRID 2"x1", ANSI 600, SET 250#, FG-53-35SDH-75 / FP-30 / FP-27 / 30SD / 24S / C, 20S PILOT, FP 30 GREEN SPRING, 20S PILOT, FP 27 BLUE SPRING, 30SD FILTER, 24S RESTRICTOR, 35% SDH THP, 75 DUROMETER (WORKING MONITOR)
C	2	REGULATOR	2" MOONEY REGULATOR, FG 53, FLOWGRID 2"x1", ANSI 600, SET 45#, FG-53-35SDH-75 / FP-27 / 30SD / 24S / C, 20S PILOT, FP 27 BLUE SPRING, 30SD FILTER, 24S RESTRICTOR, 35% SDH THP, 75 DUROMETER
D	1	ODORIZER**	YZ ODORIZER, MODEL 6300GE-01C-QS3, W/MODEL 046 REGULATOR (30# SET)
E	1	FILTER/SEPARATOR**	HP KINGTOOL VERTICAL UTILITY GAS FILTER SEPARATOR, MODEL UGWV-38S-1, WITH AUTO FLOAT DRAIN

* REGULATORS REQUIRE 1/2" STAINLESS STEEL TUBING
** INSTALLATION ONLY; MATERIAL FURNISHED BY CITY

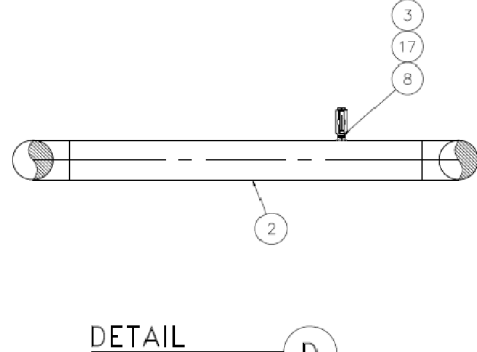
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DETAIL D
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DESCRIPTION: [Blank]
REV. BY: [Blank]
DATE: [Blank]

SCALE: NTS
DRAWN: mo/tk/dp
CHECKED: dp/jrr
DATE: 01.16.2024

Dana Perissa, P.E.
1/16/2024

GRAND PARKWAY CITY GATE
STATION DESIGN

THE CITY OF HOUSTON, TEXAS
FOUNDED 1836

EUSI
Engineering & Utility Solutions, Inc.
Texas Registered Firm F-50659

SHEET
Page 172
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City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 4, 2024

Topic:

Approve Resolution 2024-11, a Resolution of the City Council of the City of Tomball, Texas, approving the Parks, Recreation, and Trails System Master Plan; and Providing an Effective Date.

Background:

As part of the FY 2022-2023 budget, City Council approved funding a Parks, Recreation, and Trails System Master Plan. Subsequently, staff prepared an RFQ and recommended the selection of Four and One, LLC as the consultant. Council approved the consultant and on February 6, 2023, Council approved the appointment of members to a focus group for the Parks, Recreation, and Trails System Master Plan. Staff and the consultant, Four and One LLC, have met with members of the focus group twice to receive input and suggestions, used a public input survey to gather additional feedback and held a community meeting to explore the needs and wants for the future of Tomball parks. In addition to holding multiple meetings with the focus group, the City also received 472 responses to the online survey and has about 20 attendees at the community meeting provide direct input into the plan.

Based on all results and input received, staff and the consultant developed a draft Parks, Recreation, and Trails System Master Plan for Council review and discussion. A copy of the draft report was provided to Council on January 22, 2024 and presented to City Council for review and recommendation on February 5, 2024 prior to adopting the final Master Plan. Comments and feedback received from Council have been included in the final Master Plan.

Resolution No. 2024-11 approves the Parks, Recreation, and Trails System Master Plan developed with the goal of enhancing the quality of life for its residents through development of a comprehensive and connected system of parks, recreation facilities, and trails

Origination: Public Works

Recommendation:

Staff recommends approving Resolution 2024-11 approving the Parks, Recreation, and Trails System Master Plan Update.

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

Drew Huffman, Public Works
Director

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____

To account # _____

Signed Drew Huffman
Staff Member Date

Approved by _____
City Manager Date

RESOLUTION NO. 2024-11

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS APPROVING THE PARKS, RECREATION,
AND TRAILS SYSTEM MASTER PLAN; AND PROVIDING AN
EFFECTIVE DATE.**

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas (the “City”), approved funding for the development of the Parks, Recreation, and Trails System Master Plan; and

WHEREAS, funding was allocated in the Fiscal Year 2022-2023 budget to complete the Parks, Recreation, and Trails System Master Plan, and a contract was executed with Four and One, LLC; and

WHEREAS, The City Council desires to approve the Parks, Recreation, and Trails System Master Plan, attached as Exhibit A, developed with the goal of enhancing the quality of life for its residents through development of a comprehensive and connected system of parks, recreation facilities, and trails; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF TOMBALL, TEXAS**

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

Section 2. That the City Council of the City of Tomball hereby approves the Parks, Recreation, and Trails System Master Plan, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act,

Chapter 551, Texas Government Code, as amended.

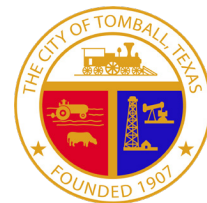
Section 4. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED, AND RESOLVED this 4th day of March 2024.

Lori Klein Quinn
Mayor

ATTEST:

Tracylynn Garcia
City Secretary



City of Tomball

PARKS, RECREATION AND TRAILS SYSTEM MASTER PLAN



DECEMBER 2023

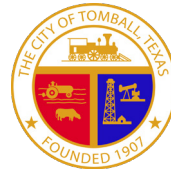
Prepared by:



EXPLORE • PLAY

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Acknowledgments

City Council

Lori Klein Quinn - Mayor
John F. Ford - Mayor Pro Tem/Councilman, Position 1
Mark Stoll - Councilman, Position 2
Dane Dunagin - Councilman, Position 3
Derek Townsend Sr. - Councilman, Position 4
Randy Parr - Councilman, Position 5

City Administration

David Esquivel, P.E. - City Manager
Jessica Rogers - Assistant City Manager
Drew Huffman - Director of Public Works
Meagan Mageo - Project Manager
Tyron Wallace - Project Assistant

Project Consultants

Four & One Landscape Architecture

Tara Klein, PLA - Landscape Architect
Christie Passler, PLA - Landscape Architect
Sean Passler - Associate
Touchstone District Services
(Drone Photography & Web developer for online survey)

Focus Group Members

Amanda Kelly - Tomball Farmers Market
Amanda Trickey - Modern Marketing and Media
Craig Bogner - Tomball German Festival
Dawna Dyson - Greater Tomball Area Chamber of Commerce
Diego Copa - HTX Soccer/Dynamo Dash
Jeanne Foster - Tomball Little League
Jeffrey Klein - Tomball Regional Health Foundation
Joel Bode - Concordia Lutheran High School
Kelly Violette - Tomball Economic Development Corp.
Latrell Shannon - SGLF & Tomball Regional Health Foundation
Raymond Francois - Tourism Advisory Committee/ Hampton Inn
Tana Ross - Resident
Teresa Latsis - Downtown Business Owner/ Hutson Group
Tina Salem - Tennis
Tom Weatherford - Pickleball

Special thanks to our community members who took the time to provide feedback through the online survey and those who attended the public meeting. Your insights, enthusiasm, and unwavering support have shaped a visionary road map that reflects the aspirations and needs of our vibrant community.

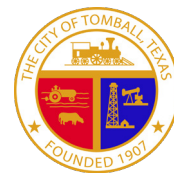


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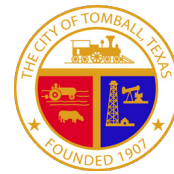


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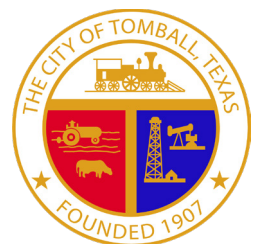
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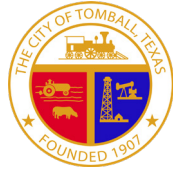
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PARKS, RECREATION AND TRAILS SYSTEM MASTER PLAN

Introduction





Executive Summary

The City of Tomball is committed to enhancing the quality of life for its residents through the development of a comprehensive and connected system of parks, recreation facilities, and trails. The purpose of this Parks, Recreation, and Trail Master Plan is to establish a road map for creating vibrant public spaces that promote public health, social well-being, and economic vitality. The master plan is a direct response to the aspirations of the community members, who have consistently expressed their desire for improving the existing park facilities and creating new recreational opportunities. With a strong emphasis on community input, this plan outlines strategies to meet the needs of Tomball's growing population. Here is an overview of what was learned through this Master Planning effort.

Existing Park Facilities

1

Where Tomball is today?

Recording existing conditions formed a critical foundation for this master plan. Teams conducted field visits and recorded information and notes across the city's seven existing park facilities. These observations evaluated the current condition of amenities and identified gaps in recreational offerings. The data collected played a pivotal role in shaping the recommendations for future improvements.

2

Where does Tomball want to be?

Engaging the community was paramount in this planning process. Through focus group meetings and a public gathering, the city encouraged active participation from Tomball residents. An online survey garnered an impressive 472 responses, revealing valuable insights into the desires and preferences of Tomball's residents. An overwhelming 99% of respondents supported the idea of enhancing or improving Tomball's parks, trails, and recreational facilities.

3

Addressing the Need for New Park Facilities

Target for the Future

Based on NRPA (National Recreation and Park Association) data, Tomball falls below the national average. The national average is 13 acres per 1,000 residents and Tomball is 4.9 acres per 1,000 residents. Currently, Tomball has only 59 acres of amenitized green space. With a rapidly growing population, it is important to consider acquiring more parkland. The goal for future expansion of recreational facilities is to consider acquiring land on the west and south sides of Tomball.

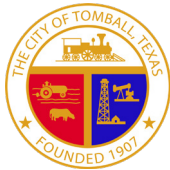
We asked the community:

Do you feel that there is a need for additional park amenities in Tomball?

93%

OF RESPONDENTS ANSWERED
YES TO THIS QUESTION





Executive Summary - Continued

4

How does Tomball get there?



The Action Plan prioritizes recommendations for each existing park and sets a time frame in which the city can aim to complete specific project scopes. Conceptual sketches for each park are also provided which explore "big ideas" for the future of these greenspaces to help kick-start the community discussions for improvements.

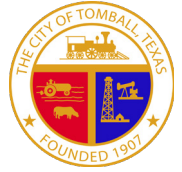
5

Identifying Potential Funding Mechanisms

Creating a healthy budget for parks in Tomball

In order to make implementation possible, it is imperative to establish a healthy budget for park maintenance, renovations, and the creation of new parks. Often internal funds can be limited and it is necessary to explore a combination of funding sources that align with the project's specific needs and priorities. Leveraging multiple funding sources and engaging in community partnerships can enhance the financial feasibility of park projects and help to ensure their implementation and long term success.

-  Local Government Funds
-  Grants: Texas Parks and Wildlife Department (TPWD)
-  Public-Private Partnerships
-  Other partnerships with Harris County, Harris County Flood Control District, and Centerpoint
-  Bond Issuance
-  Park Dedication & Development Fees
-  "Friends Of" Associations
-  Memorial Dedication Program



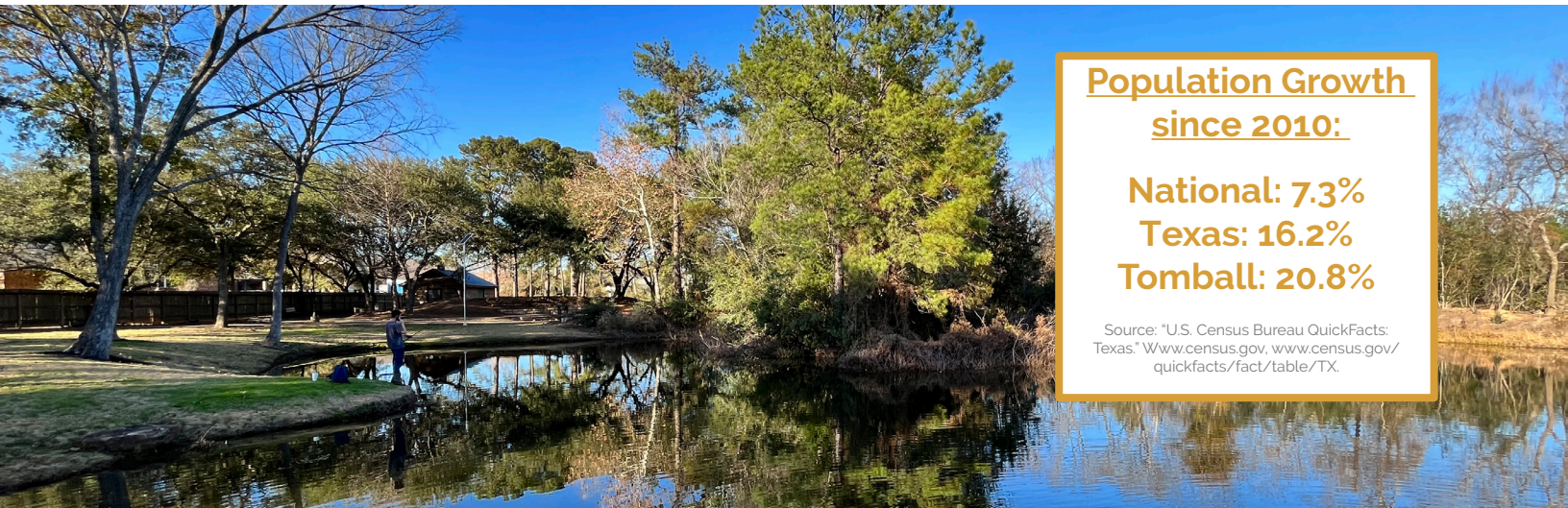
Purpose & Vision

The City of Tomball is known for its small town feel; however, Tomball is changing quite rapidly with new population growth and development. Tomball has seen a population increase of over 20% since 2010. This growth has brought new opportunities and challenges for the City, particularly in regards to parks, recreation, and trails. Overall Tomball aims to provide high-quality parks, recreational facilities, and trails that meet the needs and preferences of its users.

To address these challenges, the City of Tomball is creating a Parks, Recreation, and Trail System Master Plan. **The purpose of this plan is to establish a comprehensive and connected system of parks, recreation facilities, and trails that promote public health, social well-being, and economic vitality. This document will serve as a road map for the City over the next 10 years, guiding the development, expansion, and planning of parks and recreational facilities throughout the community.**

As part of the master planning process, an inventory of all City-owned parks and recreational facilities has been conducted, along with an analysis of the existing trail system. Additionally, public input and survey results have been gathered through various channels, including community meetings and online surveys. This input has been instrumental in identifying the needs, preferences, and priorities of the community; and it was used to guide the development of the master plan. It is important that Tomball parks, recreational facilities, and trails meet the needs of its residents today and in the future.

Please note that all plans and diagrams within this package are conceptual and subject to change. This Master Plan should be used for planning purposes only.



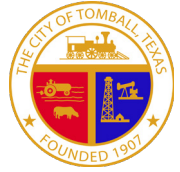
Population Growth since 2010:

National: 7.3%

Texas: 16.2%

Tomball: 20.8%

Source: "U.S. Census Bureau QuickFacts:
Texas." www.census.gov, www.census.gov/quickfacts/fact/table/TX.



Process & Methodology

The preparation of this Parks and Recreation Master Plan involved identifying several key steps that are needed to gather input. Hearing from City staff and community focus group's personal assessments as well a "boots on the ground" approach of the existing park facilities, these steps helped to develop a vision for the future.

Step 1: Inventory existing parks, recreation, and trail facilities: Assess the current state of parks, recreation, and trail facilities in the community, including their condition, usage patterns, and capacity.

Step 2: Create base maps and diagrams with findings and photo documentation of existing conditions. Create image boards to help identify a vision for future park improvements.

Step 3: Conduct focus group meetings: Gather input from local organizations and identify their needs and priorities for parks, recreation and trails.

Step 4: Conduct a public survey: Gather input from residents to identify the community's needs and priorities for parks, recreation, and trails. Provide both an online survey and host a public meeting (in person) to collect input.

Step 5: Develop goals and objectives: Based on the community needs assessment, establish a set of clear, measurable goals and objectives for the master plan.

Step 6: Conduct a gap analysis: Identify gaps in the current system of parks, recreation, and trail facilities and determine which areas need improvement or additional investment.

Step 7: Identify recommendations for improvements: Based on the community needs assessment, goals and objectives, and inventory of existing facilities, write recommendations that outline how the parks, recreation, and trail system will be developed or improved.

Step 8: Create a vision for the future: Produce concept sketches for the 7 existing Tomball parks that show "big ideas" and how the recommendations might take shape from a plan perspective.

Step 9: Develop implementation strategies: Develop an Action Plan for implementing the master plan, including timelines, funding sources, and partnerships with other organizations.

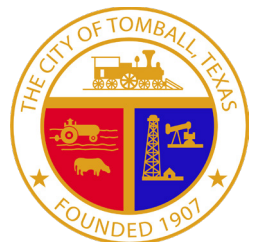
Step 10: Finalize the master plan: Present the final master plan to the community and local government officials, and obtain their approval.

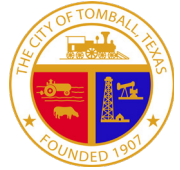
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PARKS, RECREATION AND TRAILS SYSTEM MASTER PLAN

Who We Are





History of Tomball

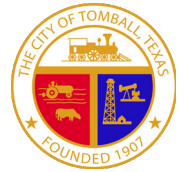
Welcome to Tomball, TX – a charming city with a rich history, located about 30 miles northwest of Houston. With a current population that reflects both growth and a strong sense of community, Tomball is a place that embraces its small-town roots.

The first settlers in the Tomball area were primarily German immigrants who arrived in the late 1800s seeking fertile land and new opportunities. Established in 1907, the City of Tomball originated as a railroad town, setting the stage for its early development and historical roots. Tomball was named after Thomas Henry Ball, a former congressman who played a crucial role in bringing the railroad to the area in the late 19th century. Thomas Henry Ball's efforts in the development of the railroad and the growth of the community led to the naming of the town in his honor. His contributions were instrumental in shaping the early history and infrastructure of Tomball, Texas.

The discovery of oil in the region in the 1930s brought a new wave of prosperity, attracting businesses and residents to the area. Tomball's population steadily increased, and the city began to diversify its economic base. The introduction of essential services, such as schools and hospitals, further solidified Tomball as a thriving community.

The post-war era witnessed continued expansion, with infrastructure projects enhancing the city's connectivity. Tomball's strategic location, just north of Houston, made it an appealing residential destination while still maintaining its small-town charm. Throughout the decades, the city's leadership worked diligently to balance growth with the preservation of its unique character.

The latter part of the 20th century saw Tomball embrace its historical roots, evident in the restoration of landmarks like the Tomball Railroad Depot. This commitment to preserving its heritage became a defining feature of the city.



Regional Location Map

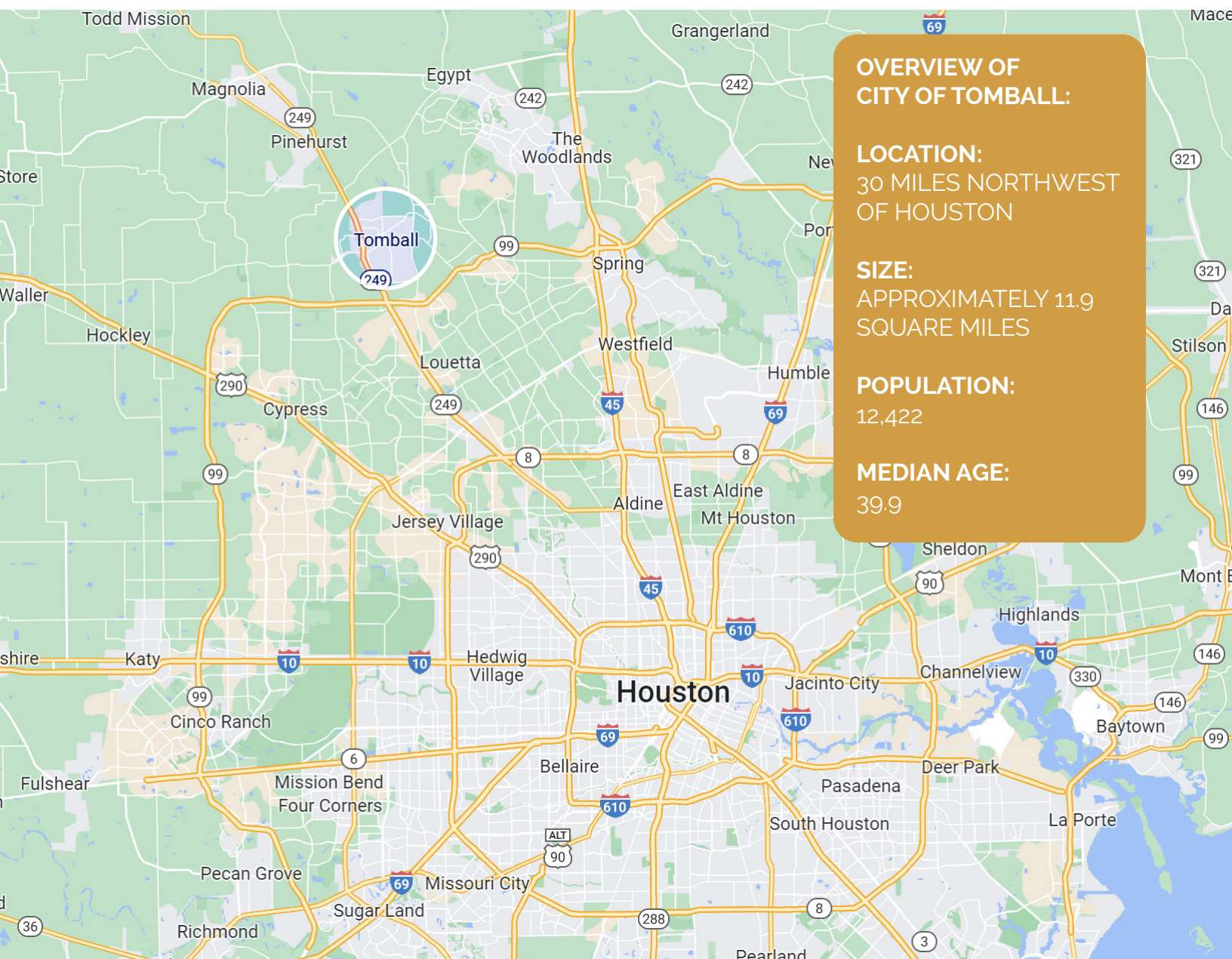
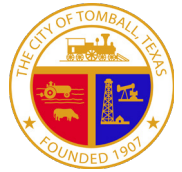


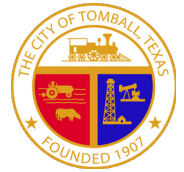
Image Source: Google Maps. (2023). Retrieved January 17, 2023, from <https://www.google.com/maps/@29.8810914,-95.3773315,10z?entry=ttu>



Map of Downtown Tomball



Image Source: Nearmaps. (2023). Retrieved January 17, 2023.



Downtown Tomball - Festivals & Events

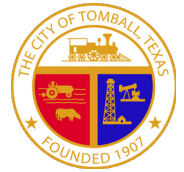
The City of Tomball is known for its vibrant and diverse festivals. Throughout the year, Tomball hosts a variety of festivals that attract visitors from across the region. One of the most popular events is the Tomball German Heritage Festival, which takes place annually in the spring and celebrates the city's rich German heritage. This festival features live music, authentic German food and drink, and a variety of activities for all ages. There is also the German Christmas Market which takes place in December.

Most festivals and celebrations in Downtown Tomball include live music, food vendors, and a variety of activities for all ages. They also provide an opportunity for residents and visitors alike to come together and enjoy all that Tomball has to offer. These festivals not only provide entertainment and cultural experiences but also have a positive impact on the local economy, bringing in visitors and supporting local businesses.

Through the Parks and Trails Master Plan, one of the goals is to enhance the festival experience by identifying ways The Depot could be better programmed, could have better pedestrian circulation, and could provide more parking. The Master Plan also looks at ways to improve walk-ability to Downtown Tomball.



Image Source: Touchstone District Services. Drone Photo Over German Fest



Downtown Tomball - Festivals & Events

ANNUAL TOMBALL FESTIVALS & EVENTS

TOMBALL GERMAN HERITAGE FESTIVAL (MARCH)

RAILS & TAILS CRAWFISH FESTIVAL (MAY)

JULY 4TH CELEBRATION & STREET FEST (JULY)

GROOVFEST (SEPTEMBER)

SPOOKTACULAR (OCTOBER)

DEPOT DAY FALL FEST (NOVEMBER)

DECK THE DEPOT TREE LIGHTING (DECEMBER)

TOMBALL GERMAN CHRISTMAS MARKET (DECEMBER)

REOCCURING EVENTS

2ND SATURDAY AT THE DEPOT (JUNE-NOVEMBER)

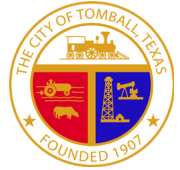
TOMBALL FARMERS MARKET (EVERY SATURDAY)

Another major event that is held every Saturday is the Tomball Farmer's Market. The City of Tomball Farmers Market is a beloved community institution that provides residents and visitors with access to fresh, locally-sourced produce, and other goods. It is certified by the Texas Department of Agriculture as a true all local Farmers Market with 51% local farmers year round.

The Market features a variety of vendors offering everything from fruits and vegetables to baked goods, crafts, and other unique products. The Market serves as an important gathering place for the community. It provides an opportunity for residents and visitors to connect with one another and support local businesses. In addition to promoting healthy eating and sustainable agriculture, the Market also contributes to the local economy and helps to foster a greater sense of community spirit in the City of Tomball.

The Parks and Trails Master Plan identifies the importance of trail connections to safely get local residents to this area through walking or cycling which can alleviate some of the parking constraints. However, the downtown should be looked at as a future Master Plan specific to walkability and infrastructure improvements, such as drainage, needed in Old Town Tomball.





German Fest Photos Market Street & The Depot

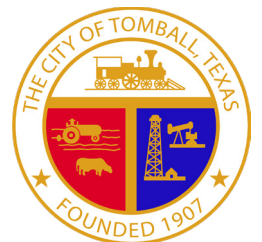


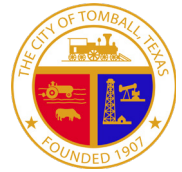
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PARKS, RECREATION AND TRAILS SYSTEM MASTER PLAN

Our Parks & Recreation System





NRPA Park Classification Standards

In accordance with the 1996 National Recreation and Park Association (NRPA) standards, traditional park categories were established to guide the planning, development, and management of outdoor recreational spaces. It's important to note that NRPA standards acknowledge the potential for variations to accommodate the distinctive social and geographical conditions of each community, recognizing that one-size-fits-all classifications may not accurately represent the diverse array of facilities and amenities that contribute to a community's recreational landscape. Tomball's seven existing park facilities can be categorized into one of the following traditional NRPA classifications:

POCKET PARK (1-3 acres & service area 1/2 mile)

The 1996 National Recreation and Park Association (NRPA) standards describe a pocket park as a small-scale, urban or neighborhood-based outdoor space, typically covering a few acres or less. These parks are designed to serve the local community, providing accessible and functional green areas within densely populated or urban environments. Pocket parks may include features such as benches, walking paths, and minimalist play structures, focusing on creating recreational opportunities and enhancing community well-being within a limited footprint.

NEIGHBORHOOD PARK (3-15 acres & service area 1/2 mile)

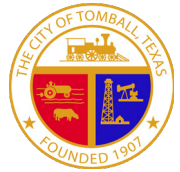
The 1996 National Recreation and Park Association (NRPA) standards define a neighborhood park as a local outdoor recreational area typically serving residents within a specified radius, such as a one-half mile or a ten-minute walk. These parks are designed to meet the recreational needs of nearby residents and may include amenities like playgrounds, sports fields, picnic areas, and walking paths. The goal is to provide accessible and community-oriented spaces that enhance the quality of life for residents within the immediate neighborhood.

SPECIAL USE PARK (no minimum acres)

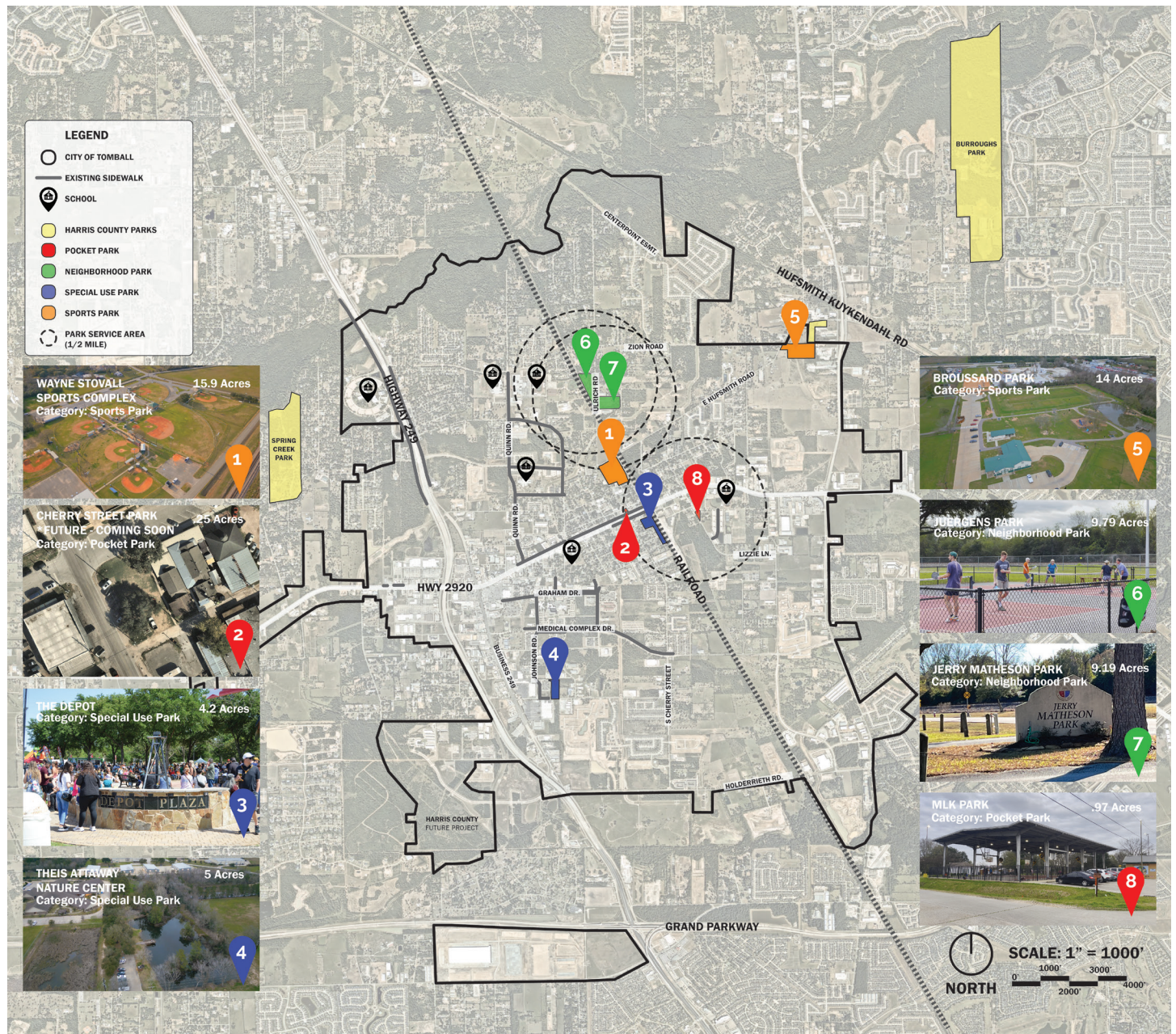
The 1996 National Recreation and Park Association (NRPA) standards define a special use park as an outdoor recreational area designed to accommodate specific activities or serve particular user groups. Unlike general parks, special use parks are tailored to meet the unique needs and interests of specific communities or individuals. These parks may feature specialized facilities or amenities, such as sports complexes, cultural spaces, or areas designed for specific events or recreational purposes. The design and programming of special use parks are intended to cater to the specialized requirements of the targeted user groups or activities.

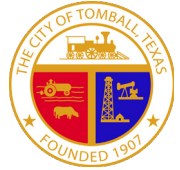
SPORTS PARK (10+ acres)

The 1996 National Recreation and Park Association (NRPA) standards define a sports park as an outdoor recreational area primarily designed to accommodate organized sports activities. These parks typically feature specialized facilities such as sports fields, courts, and related amenities to support various sports and athletic events. The design of sports parks according to NRPA standards emphasizes providing spaces for sports leagues, tournaments, and community sports activities. These parks aim to promote physical activity, community engagement, and the development of athletic skills within the context of organized sports.

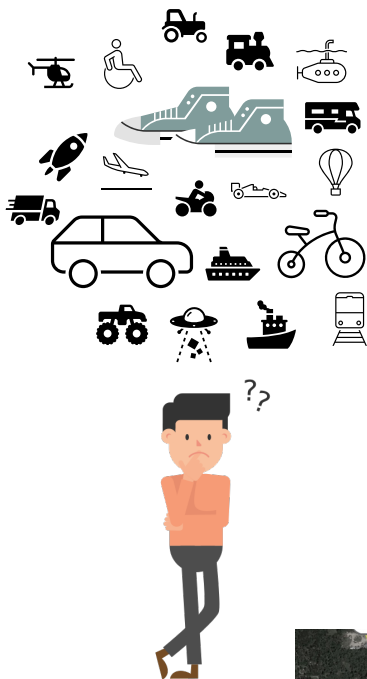


Map of Existing Tomball Parks & Trails





10 Minute Walk Analysis



The "10-Minute Walk" is an initiative led by the Trust for Public Land (TPL) that aims to ensure that every person in an urban area has access to a quality park or green space within a 10-minute walk from their home. The concept recognizes the importance of providing equitable and convenient access to parks, promoting physical and mental well-being, fostering social connections, and enhancing the livability of communities.

Currently, Tomball does not have a trail system or any pedestrian connectivity between parks. The proposed trail system map (page 92) identifies several opportunities to help create a better connected trail system in Tomball. One of the biggest challenges with establishing trails in Tomball is the lack of space due to open drainage systems along roadways. Many of the roadways in Tomball have ditches that hug each side of the road, leaving little space to add a sidewalk. Several of the proposed trail routes would require infrastructure improvements in order to accomplish the overall trail plan.

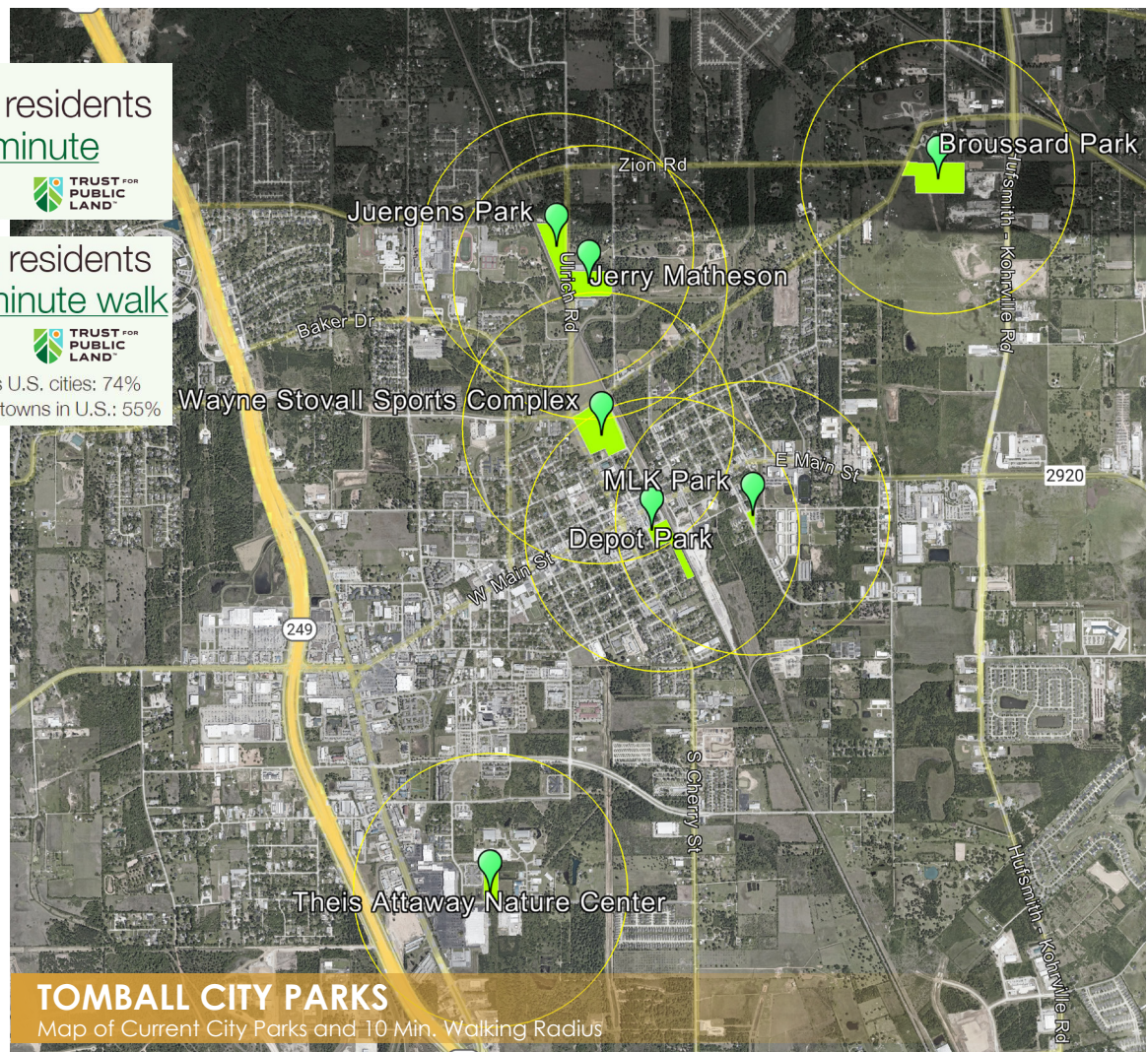
22% of Tomball residents live within a **10-minute walk** of a park.

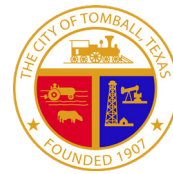


61% of Houston residents live within a **10-minute walk** of a park.

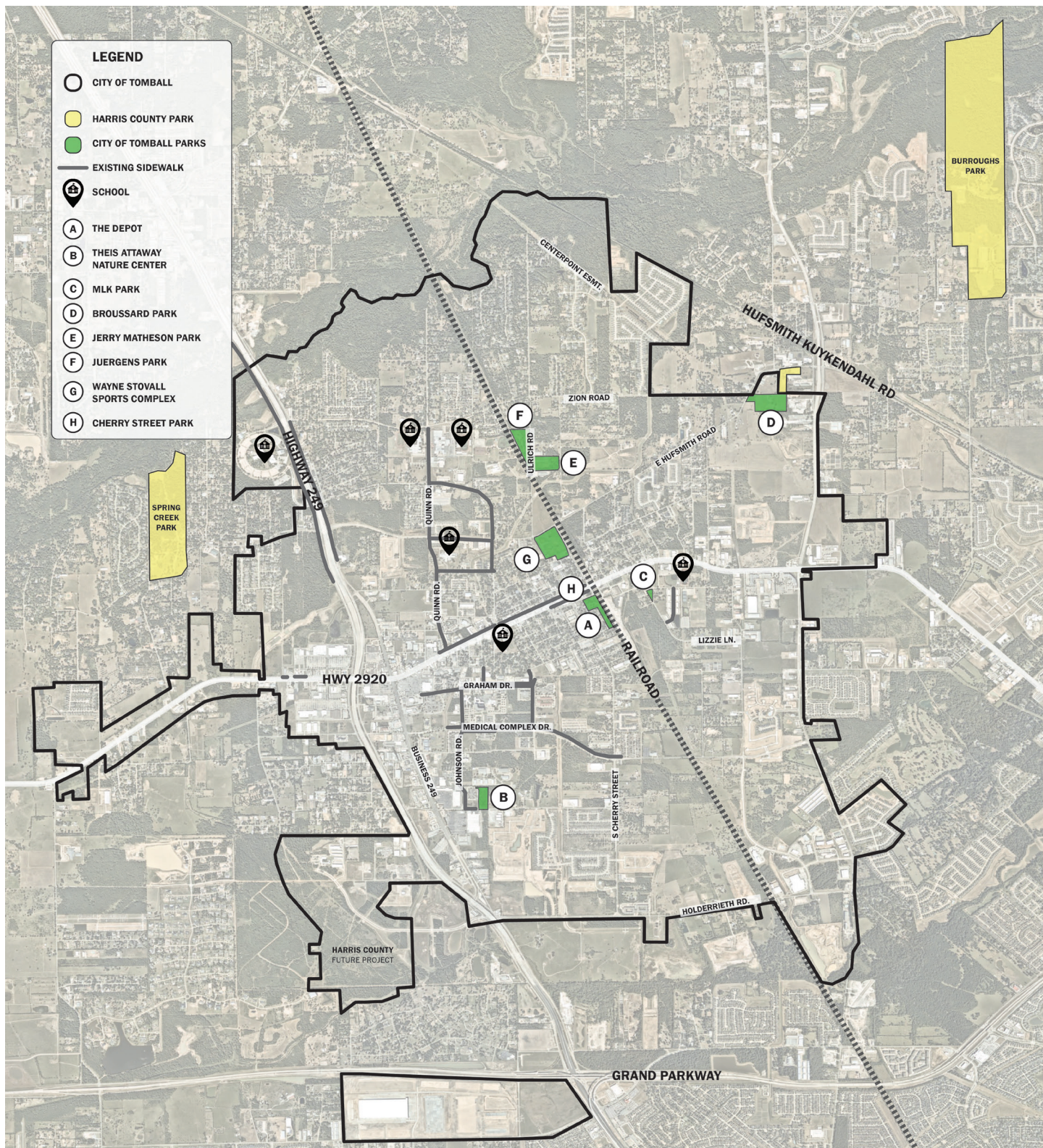


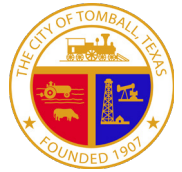
Median City, 100 most populous U.S. cities: 74%
Median City, all urban cities and towns in U.S.: 55%





Existing Trail System





Existing Trail Conditions

Site Photos



SIDEWALK ALONG ZION RD. @ SPRING PINE ESTATES



JUERGENS PARK TRAIL



SIDEWALK ALONG MEDICAL COMPLEX DR. @ CHERRY



BROUSSARD PARK TRAIL



THEIS ATTAWAY NATURE CENTER TRAIL



CORNER OF CHERRY & MARKET STREET



CORNER OF CHERRY & MARKET STREET



CORNER OF CHERRY & MARKET STREET



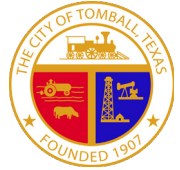
CORNER OF MARKET & WALNUT STREET



CORNER OF MARKET & WALNUT STREET

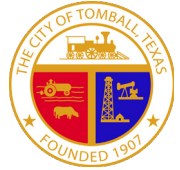


CORNER OF WALNUT & MARKET STREET



Existing Signage Site Photos





Broussard Park

Existing Site Conditions



OVERVIEW

SIZE:
14 ACRES

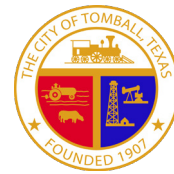
LOCATION:
1414 E. HUFSMITH RD.

LEGEND

- | | |
|---------------------------|------------------------|
| ① parking lot | * maintenance building |
| ② playground | * restroom building |
| ③ pond | ● main entry |
| ④ soccer fields/detention | |
| ⑤ wildflower meadow | |
| ⑥ low marshy area | |

RECREATION PROVIDED

- Youth Soccer Fields for HTX Soccer League
- Restrooms
- Concessions Pavilion
- Storage/Maintenance Building (shared with county)
- Playground
- Fishing Pond and Pier
- Asphalt Walking Trail
- Outdoor Fitness Stations
- Wildflower Meadow
- Picnic Areas
- Parking



Broussard Park

Field Observations & Recommendations

OBSERVATIONS & RECOMMENDATIONS

1. Develop a Master Plan for Broussard Park:

If Broussard Park continues to be the home for HTX Soccer, a site plan should be developed to create better parking, more efficient field layout, and improved drainage strategy. If soccer fields are moved to a new recreational facility, a master plan should be done to develop a new program for Broussard Park.

2. Soccer Field Expansion or Relocation:

Address high foot-traffic during HTX Soccer events by expanding the number of soccer fields. Due to increased demand for fields during soccer season, the plan should consider relocating this recreational amenity to a new location to provide adequate space for league play.

3. Walking Trail Expansion:

Expand the walking trail length to meander towards the west side of the park. There are some amenities provided here, such as the wildflower area, that do not have an accessible path.

4. Underutilized Area Activation:

Transform the front 1/2 of the property from underutilized space into an active and engaging area. Provide more amenities to promote more foot-traffic and daily use.

5. Drainage Improvement or Program Reevaluation:

Address poor drainage by implementing improvements or re-evaluating current program use in detention areas. The many swales and low areas that hold water are not ideal for active recreation use or for allowing spectators to watch games.

6. Signage and Storyboard Enhancement:

To enhance visitor experience and information, update park signage and install storyboards to showcase the park's history.

7. Improve Wildflower Area:

Establish an accessible route to the wildflower area for all visitors. This area is too wet for wildflowers. Implement educational signage. Be intentional with mowed and un-mowed areas so that it looks cared for and designed.

8. Pedestrian Lighting Addition:

Enhance safety and accessibility by adding pedestrian lighting in key areas. Install pedestrian light fixtures around the walking trail, fitness equipment, and sports fields, to improve nighttime usability and security.

9. Shade Improvement:

Increase the availability of shaded areas throughout the park. Plant and establish new shade trees to provide additional shaded spots for park users such as around the walking trail, fitness stations, playground, and other gathering spaces. Existing large canopy trees are at the end of their lifespan and need to be replaced.

10. Memorial Tree Placement:

Optimize the placement of memorial trees for maximum benefit to park users. Existing memorial trees are isolated to an area of the park that is under utilized. Place any future memorial trees in more advantageous locations, such as by benches, walking trails, or play areas, to create more shade for visitors.

11. Sidewalk Addition for Trail Integration:

Integrate the park with the future trail system by adding a connecting sidewalk and trailhead. Construct a new sidewalk linking the park to the planned trail system to improve accessibility and connectivity.

12. Concessions Pavilion:

Maintain the good condition of the concessions pavilion. Conduct regular maintenance checks and repairs as needed, for a well-maintained pavilion for park visitors.

13. Site Furnishing Relocation & Replacement:

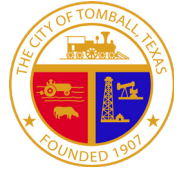
Optimize the placement of site furnishings and trash receptacles for improved convenience. Replace site furnishings to match Tomball's park standards. Consider concrete pads for surface mount to make it more ADA accessible.

14. Renovate Storage Building

Maximize usage of the main storage building that is shared with Harris County. Develop a plan to renovate and make the building multi-functional.

15. Add Parking

Parking during soccer season is limited. Develop plans for parking expansion and better circulation.



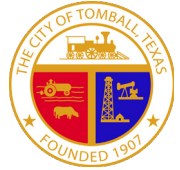
Broussard Park

Existing Site Photos



Image Source: Touchstone District Services. Drone Photo Over Broussard Park

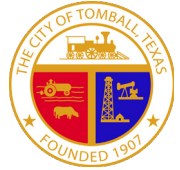




Broussard Park

Existing Site Photos





Depot Plaza Park

Existing Site Conditions



OVERVIEW

SIZE:
6.52 ACRES

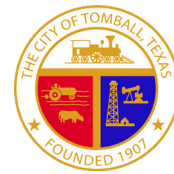
LOCATION:
201 S. ELM STREET

LEGEND

- | | | | |
|---|-------------------------|---|-------------------|
| ① | parking | * | depot museum |
| ② | plaza | * | train car |
| ③ | concrete pad/pickleball | * | gazebo |
| ④ | splashpad & fountain | * | restroom building |
| ⑤ | pond | ● | main entry |

RECREATION PROVIDED

- The Depot Museum & Train Car
- Gazebo
- Restrooms
- Splash Pad
- Open Space
- Fountain



Depot Plaza Park

Field Observations & Recommendations

OBSERVATIONS & RECOMMENDATIONS

1. Overall Site Plan Design:

Develop a Conceptual Design Plan to help the revitalization efforts and economic growth in Downtown Tomball. The Plan should outline a clear direction and vision, and coordinate with ongoing planning efforts. Conduct focus group meetings to gain feedback on conceptual design options. Finalize and present an integrated site plan for The Depot to the public. Plan options should align with downtown parking improvements, alley enhancements, and F.M. 2920 roadway improvements.

2. Event Usage Enhancement:

Enhance The Depot's functionality for festivals and events to accommodate the 10+ annual events and summertime schedules. Provide upgraded facilities and amenities that can support multi-functional uses. Study potential locations for an open-air pavilion to double as a stage for events and provide more parking.

3. Farmers Market Impact:

Capitalize on higher foot traffic generated by the Farmers Market to enhance park utilization. Consider relocating the Farmers Market to The Depot area. Provide more parking and better circulation. By improving the overall aesthetic and functionality of The Depot, shoppers will have a place to gather and enjoy their Saturday mornings.

4. Depot Museum, Plaza, and Foot Traffic:

Update the Depot Museum to attract visitors to the park. Consider extending hours of operation to increase park visitation and engagement. Consider adding additional train cars and design a space that better highlights the history and story of The Depot. The plaza space is in poor condition and should be redesigned for better connectivity to the park space.

5. Daily Use Enhancement:

Enhance the park's appeal for daily visitors, including strollers, dog walkers, and other pedestrians. Implement features such as improved seating, dog-friendly amenities, play spaces, and relaxation spots, to increase daily park usage. Provide more program and amenities to attract more daily users.

6. Open Lawn Programming Opportunities:

Redevelop an open lawn area for diverse program and activities to take place. Consider a different orientation or layout to accommodate more people during festivals and events.

7. Restroom Facilities Improvement:

Upgrade the frequently used restroom facilities to ensure optimal condition. Consider integrating restrooms into a future open-air pavilion to maximize the use of an architectural footprint.

8. Entry Plaza & Splash Pad Redevelopment:

Redevelop the main entry plaza space to enhance its welcoming and aesthetic appeal. The entry fountain and splash pad are both in poor condition and should be redesigned.

9. Enhance Shade Opportunities:

Existing tree canopy could be improved. Manage large canopy trees by proper spacing to optimize shade provision. Adjust tree planting and spacing to achieve optimal canopy coverage without overcrowding.

10. Redesign Detention Area:

Existing pond is in poor condition and needs to be redesigned. Integrate detention areas into the new park design.

11. Circulation Improvement:

Enhance pedestrian and vehicular circulation within and around the park. Implement circulation improvements, including pathways and traffic flow adjustments, to optimize accessibility and safety.

12. Remove Concrete Pad:

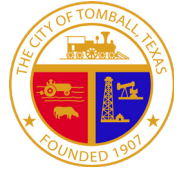
Consider removing the concrete pad that is used for the German Fest Tent. Consider relocating the tent location for the festival or providing a permanent multi-use pavilion to host performances.

13. Pedestrian Connectivity Improvement:

Enhance pedestrian connectivity by improving sidewalks downtown which will provide better access to The Depot. Remove furnishings from path of travel.

14. Signage and History Enhancement:

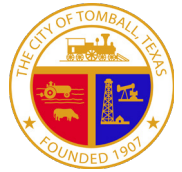
Replace outdated signage and create storyboards to showcase the park's history.



Depot Plaza Park

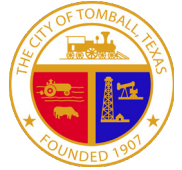
Existing Site Photos





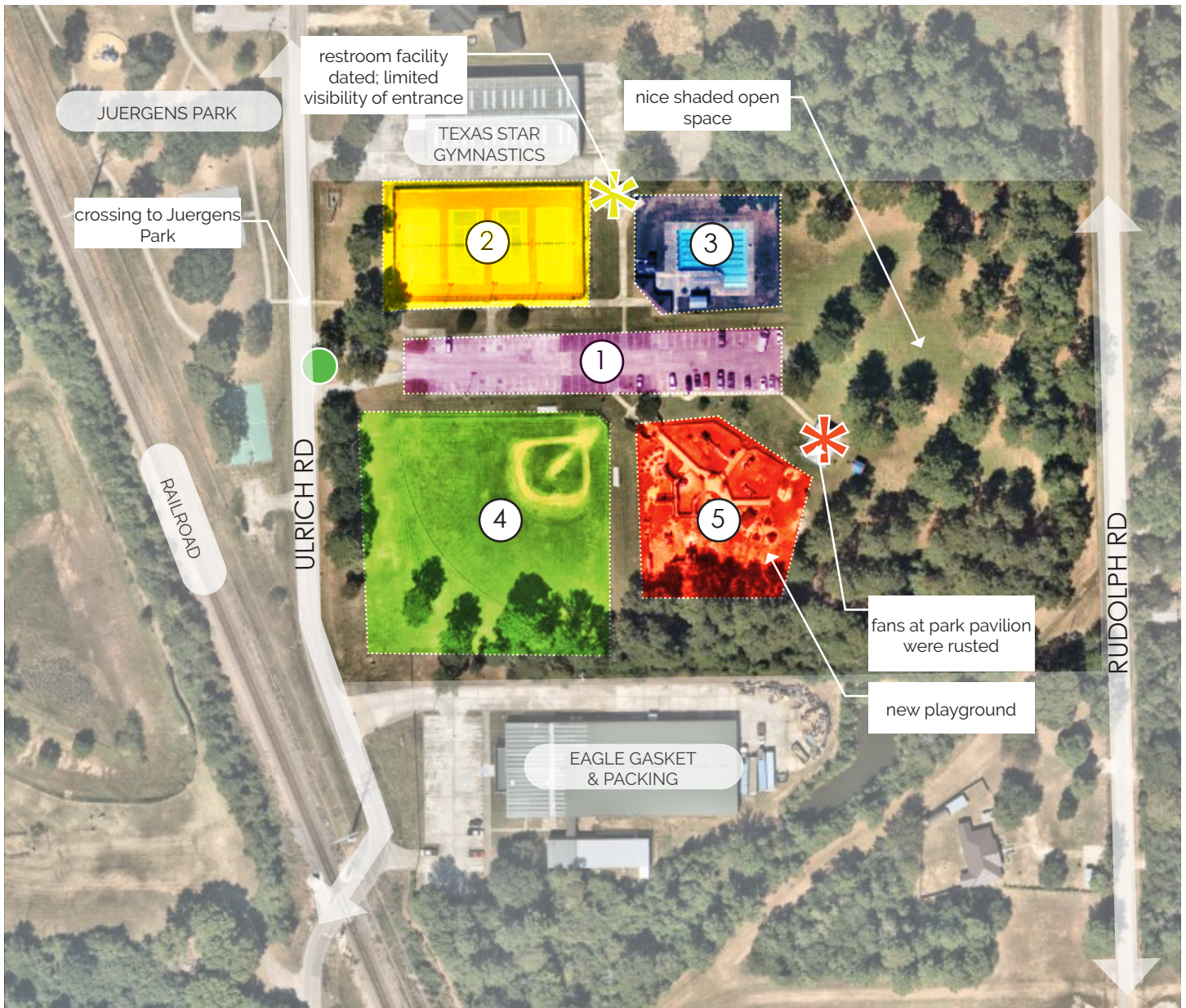
Depot Plaza Park Existing Site Photos





Jerry Matheson Park

Existing Site Conditions



OVERVIEW

SIZE:
9.19 ACRES

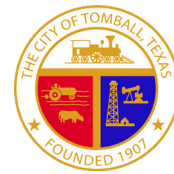
LOCATION:
1240 ULRICH RD.

LEGEND

- ① parking lot
- ② tennis courts
- ③ pool
- ④ baseball field
- ⑤ playground
- * park pavilion
- * restroom building
- main entry

RECREATION PROVIDED

- Swimming Pool
- Tennis Courts
- Restrooms
- Baseball Field
- Playground
- Small Picnic Pavilion
- Parking



Jerry Matheson Park

Field Observations & Recommendations

OBSERVATIONS & RECOMMENDATIONS

1. Pedestrian Connectivity Improvement:

Enhance pedestrian connectivity between Juergens and Matheson. Implement pedestrian crossing improvements, such as signage and crosswalk enhancements to ensure safer passage for pedestrians.

2. Integration with Future Trail System:

Establish pedestrian connections that seamlessly tie into the future trail system outlined in the overall master plan.

3. Site Furnishings Upgrades:

Update site furnishings by replacing items that are in poor condition to match Tomball park standards.

4. Restroom Facility Enhancement:

Renovate the restroom facility to upgrade its condition and address visibility issues caused by the existing front wall.

5. Signage Modernization:

Replace all signage throughout the park to enhance its visual appeal and provide accurate information.

6. Memorial Garden Redevelopment:

Revitalize the Tomb of the Unknown Soldier Memorial and the Never Forget Garden, relocating them to a more suitable and respectful location.

7. Pool Facility Enhancement:

Upgrade the dated pool facility to improve its appearance and functionality. Specifically the pool building needs upgrades and improvements to improve the overall appearance and functionality. If upgraded, consider a usage fee or concession opportunity to allow for a fiscal return to help offset operation/maintenance costs.

8. Tennis Court Maintenance:

Maintain the good condition of the tennis courts to ensure they remain suitable for leagues and informal play. Regularly conduct maintenance and inspections to ensure the tennis courts remain in good condition, resulting in a safe and enjoyable playing environment.

9. Baseball Field Improvement:

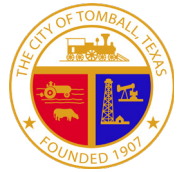
The baseball (T-ball/kickball) field could be improved with upgraded playing surfaces and facilities. Consider upgrading surfaces to artificial turf. Replace signage to match signage standards and to encourage use.

10. Playground Shade:

Enhance the playground's comfort and safety by adding additional tree canopy for shade. Plant and establish a minimum of 10 trees around the playground area outside the fall zones of new equipment.

11. Future Recreational Plan Progress:

Continue implementation of the Jerry Matheson Park Master Plan for future amenities, including pickleball courts, a splash pad, and a walking trail. See Master Plan by White Oak Studio on next page.



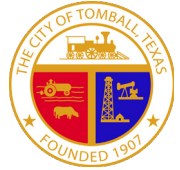
Jerry Matheson Park

Existing Site Photos



MASTER PLAN BY WHITE OAK STUDIO - FOR REFERENCE ONLY

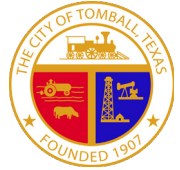




Jerry Matheson Park

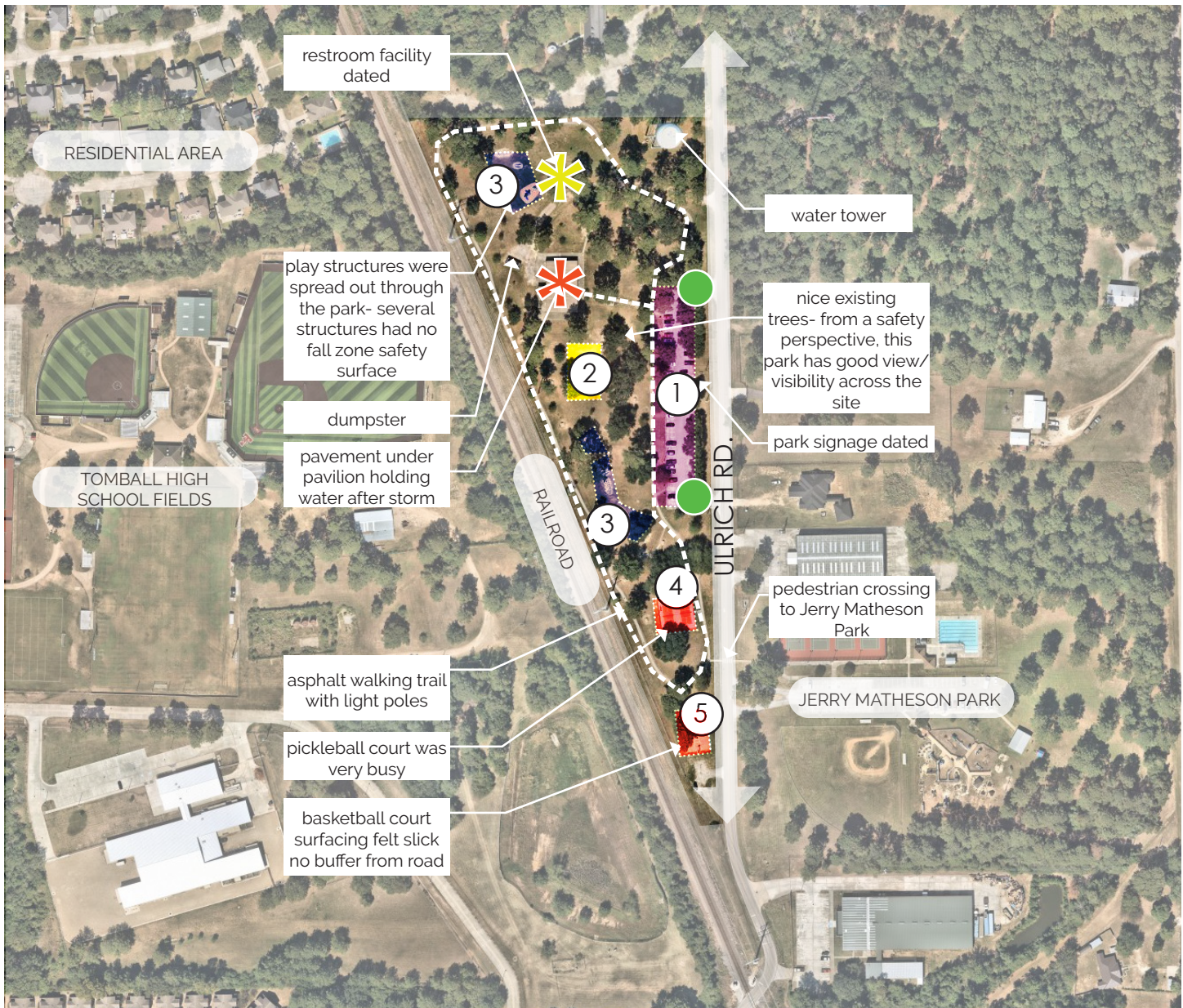
Existing Site Photos





Juergens Park

Existing Site Conditions



OVERVIEW

SIZE:
9.79 ACRES

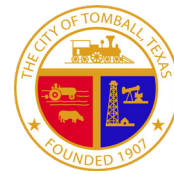
LOCATION:
1331 ULRICH RD.

LEGEND

- | | |
|-------------------------|---------------------|
| ① parking lot | * park pavilion |
| ② sand volleyball court | * restroom building |
| ③ playground structures | ● main entry |
| ④ pickleball court | |
| ⑤ basketball court | |

RECREATION PROVIDED

- Playground
- Sand Volleyball Court
- Open Air Pavilion
- Restroom
- Walking Trail
- Basketball Court
- Pickleball Courts
- Parking



Juergens Park

Field Observations & Recommendations

OBSERVATIONS & RECOMMENDATIONS

1. Develop a Master Plan for Juergens Park:

The amenities provided at Juergens Park are in need of upgrading. A site plan should be developed to create better cohesion between park programs.

2. Trail Improvement and Expansion:

Enhance the asphalt walking trail at Juergens Park by upgrading it to concrete and widening the trail to accommodate multiple users comfortably.

3. Pedestrian Lighting Enhancement:

Improve visibility and safety by enhancing pedestrian lighting along the trail.

4. Dumpster Relocation:

Relocate pavilion dumpster away from the main pavilion to enhance park aesthetics and functionality.

5. Signage Modernization:

Replace outdated signage with new and informative signs throughout the park. Install updated signage to provide clear and accurate information for visitors.

6. Dedication Wall Redesign and Relocation:

Redesign and relocate the dedication wall to achieve a visually appealing look that does not impede sight visibility.

7. Pickleball Court Expansion:

Address the popularity of pickleball by expanding the number of available courts. Due to high demand, consider adding multiple pickleball courts to promote future tournament play.

8. ADA-Accessible Walkways Implementation:

Ensure accessibility for all by adding ADA-compliant walkways to connect all amenities.

9. Playground Consolidation and Inclusive Design:

Enhance the playground area by consolidating equipment and incorporating inclusive play designs. Redesign and relocate playground equipment into a single area with inclusive features to provide a more engaging and accessible play space.

10. Inclusive Play Equipment Addition:

Improve play equipment options by replacing the existing ADA wheelchair swing with modernized inclusive swings and appropriate fall surfacing.

11. Pedestrian Crossing Enhancement:

Enhance pedestrian connectivity between Juergens and Matheson. Implement pedestrian crossing improvements, such as signage and crosswalk enhancements to ensure safer passage for pedestrians.

12. Basketball Court Buffer and Resurfacing:

Enhance the basketball court's safety and usability by adding a buffer and improving court surfacing to be slip resistant. Add a buffer between the court and road to prevent basketballs from rolling onto the street and ensuring better playing conditions. Resurface the court to be playful and engaging.

13. Eliminate Sand Volleyball Court:

Eliminate the sand volleyball court as it is an underutilized amenity. This will gain the opportunity to relocate this amenity to a future sports complex with more visibility and adequate maintenance budget.

14. Site Furnishing and Bleacher Update:

Enhance park aesthetics and functionality by updating site furnishings and bleachers. Replace all site furnishings with updated versions to create a unified and attractive park environment.

15. Planting Area Revitalization:

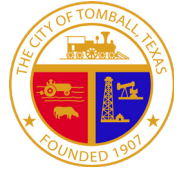
Improve the condition and shade provided by planting areas through replacement and redesign. Revitalize planting areas by replacing ornamental plants and introducing new designs with pine straw and smaller tree groupings for increased shade and less water use once established.

15. Renovate Restroom:

Develop plans to renovate the restroom at Juergens Park. The facility is in poor condition and not desirable for park users.

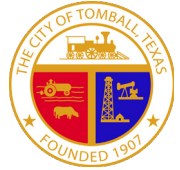
16. Integration with Future Trail System:

Establish pedestrian connections that seamlessly tie into the future trail system outlined in the overall master plan with trailhead.



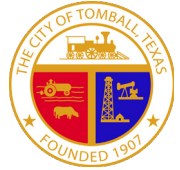
Juergens Park Existing Site Photos





Juergens Park Existing Site Photos





Martin Luther King Jr. Park

Existing Site Conditions



OVERVIEW

SIZE:
.94 ACRES

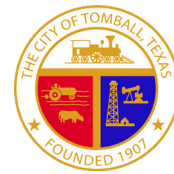
LOCATION:
403 S. CHESTNUT DR.

LEGEND

- ① parking lot
- ② covered basketball court
- ③ picnic area w/ grills
- ④ playground
- * restroom building
- main entry

RECREATION PROVIDED

- Covered Basketball Court
- Playground
- Restroom
- Picnic Area
- Parking



Martin Luther King Jr. Park

Field Observations & Recommendations

OBSERVATIONS & RECOMMENDATIONS

1. Basketball Court Surface Improvement:

Enhance the condition of the covered basketball court by resurfacing the court.

2. Covered Structure Maintenance:

Covered structure appeared to be in fair condition. Conduct regular inspections and address any necessary repairs or consider repainting upgrade the aesthetics and keep the structure in good condition.

3. Restroom Facility Renovation:

Renovate the restroom facility to address poor condition and reduce vandalism issues.

4. Perimeter Fence Upgrade:

Upgrade the perimeter fence to enhance uniformity and inviting aesthetics. Replace the existing perimeter fence with a more uniform and attractive design to improve the park's overall appearance.

5. Playground Equipment Replacement and Fall Surfacing:

Replace the poor condition playground equipment and enhance fall surfacing for safety. Install new play pieces that are smaller and less obtrusive than a large play structure and improve fall surfacing to ensure safer and more engaging play experiences.

6. Site Furniture Replacement:

Existing site furniture was broken and in poor condition. Replace all site furnishings with new and functional pieces to enhance park aesthetics and visitor comfort. Furnishings should match Tomball park standards.

7. Pedestrian Access and Bike Parking:

Address limited parking by implementing solutions to accommodate park visitors. Provide better accessibility with sidewalks and new bike racks.

8. Outdoor Gaming Features Addition:

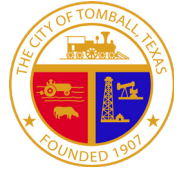
This park is highly used by teenagers and young adults. Consider adding additional amenities that appeal to this age range. Enhance recreational options by adding outdoor gaming features such as ping pong, foosball, cornhole, or chess.

10. Remove Outdoor Grills:

Remove outdoor grills as they are not very well utilized and in poor condition. This is an opportunity to add outdoor games instead of grills in this area.

11. Integration with Future Trail System:

Establish pedestrian connections that seamlessly tie into the future trail system outlined in the overall master plan.



Martin Luther King Jr. Park

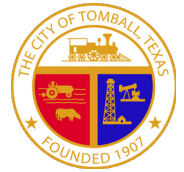
Existing Site Photos



Image Source: Touchstone District Services.



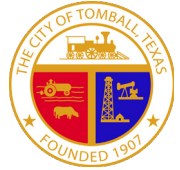
Image Source: Touchstone District Services.



Martin Luther King Jr. Park

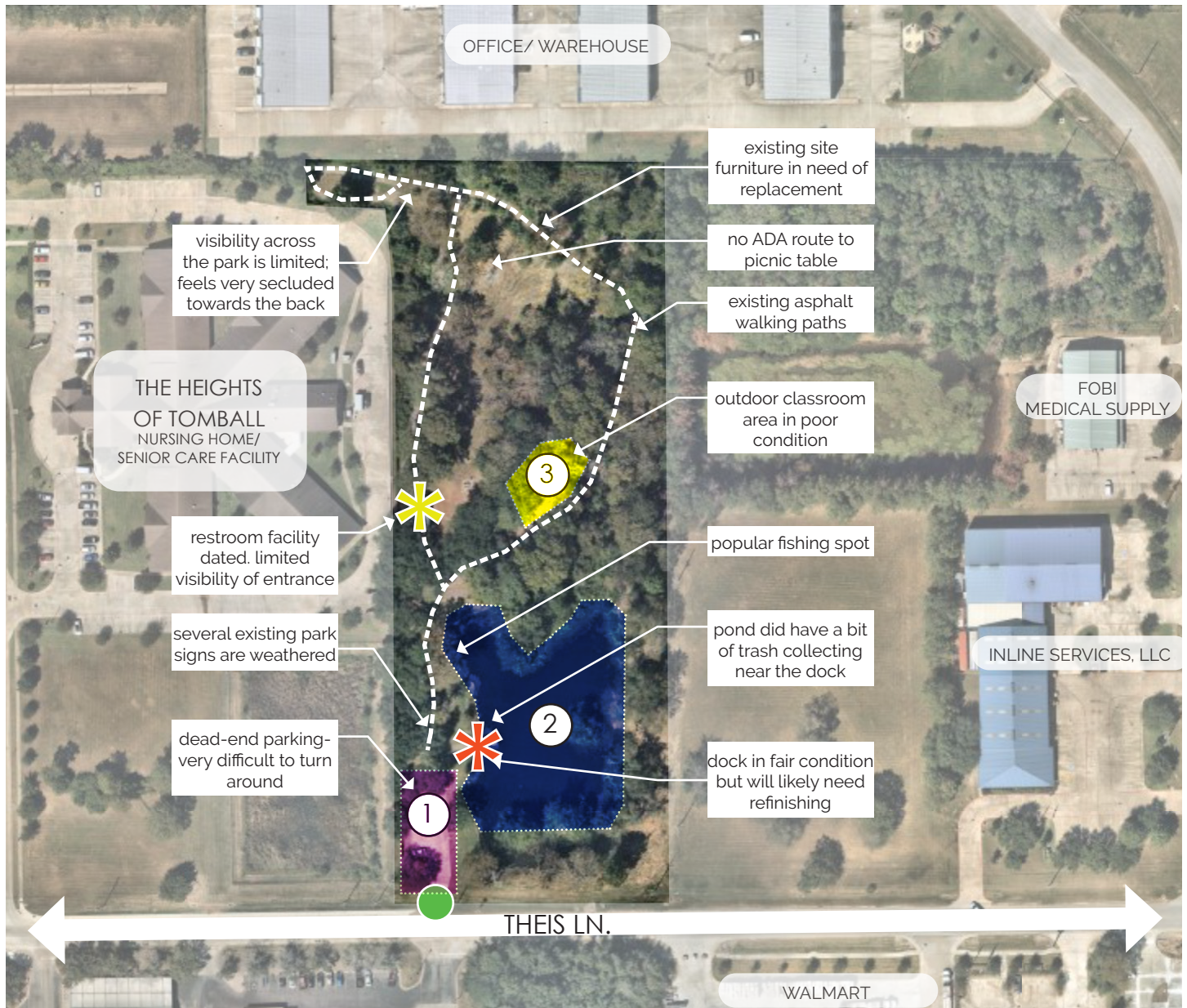
Existing Site Photos





Theis Attaway Nature Center

Existing Site Conditions



OVERVIEW

SIZE:
5 ACRES

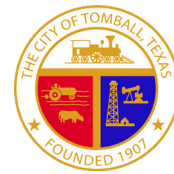
LOCATION:
13509 THEIS LN.

LEGEND

- | | |
|---------------------|---------------------|
| ① parking lot | * fishing dock |
| ② pond | * restroom building |
| ③ outdoor classroom | ● main entry |

RECREATION PROVIDED

- Fishing Pond
- Fishing Dock
- Outdoor Classroom
- Restroom
- Walking Trail
- Wildflower Area
- Parking



Theis Attaway Nature Center

Field Observations & Recommendations

OBSERVATIONS & RECOMMENDATIONS

1. Parking and Vehicular Circulation Improvement:

Expand parking area and improve vehicular circulation. Consider extending the entry drive and parking area along the west side of the park for police or emergency vehicles to be able to drive through for access.

2. Restroom Facility Redesign and Update:

Re-design the restroom facility to improve its visibility and design. The structure is dated and doesn't feel inviting. Design a new restroom facility with architectural plans ensuring better visibility, accessibility, and aesthetics. Consider adjusting its location within the park and incorporating a pavilion/shade structure.

3. Walking Trail Rehabilitation:

Improve the condition of the asphalt walking trail. Replace with a concrete trail for long-term durability. Ensure that other park amenities have accessible routes that link them to the primary trail. Eliminate the portion of trail that is secluded in the Northwest corner of the park.

4. Fishing Pier Updates:

Fishing Pier was in fair condition. Conduct regular inspections and address necessary repairs to ensure the fishing pier remains functional and attractive. Consider refinishing the deck boards or explore the idea of rebuilding with more robust materials such as concrete or recycled plastic for long term stability and less maintenance.

5. Park Signage Upgrade:

Upgrade all park signage and add educational and historical storyboard signage. Replace all existing

signage and install educational, interactive, historical, and botanical storyboard signage at key locations. Providing new signage will enhance visitor experience and education.

6. Site Furnishing Replacement:

Existing site furnishings are in poor condition. Replace the park's site furnishings with new and functional pieces that match Tomball park standards to enhance the park's aesthetic and visitor comfort.

7. Improving Visibility Across the Park:

Improve visibility towards the back of the park. Implement strategies such as improved lighting or vegetation management to ensure a safer and more inviting park environment.

8. Outdoor Classroom Renovation:

Renovate the outdoor classroom to improve its condition. The stone seatwalls are in poor condition. Consider improving this space to be more functional, safe, and engaging educational space.

9. Naturalized Area Restoration:

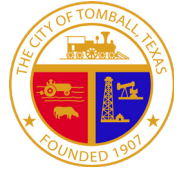
Restore the naturalized areas through selective clean out and maintenance to improve ecological health and aesthetics. Partner with a Master Naturalist to help revitalize the natural areas within the park to kick-start volunteer and educational opportunities.

10. Certified Arborist Assessment:

Assess and manage trees exceeding their lifespan for potential removal. Hire a certified arborist to evaluate and address trees beyond their lifespan to ensure safety and proper vegetation management.

11. Sidewalk Connection Implementation:

Establish a sidewalk connection to integrate the park with the future trail system. Construct a new sidewalk connecting to the planned trail system and trailhead to improve accessibility and connectivity.



Theis Attaway Nature Center

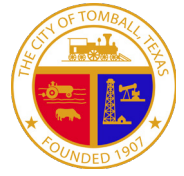
Existing Site Photos



Image Source: Touchstone District Services. Drone Photo Over Theis Attaway Nature Center



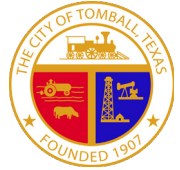
Image Source: Touchstone District Services.



Theis Attaway Nature Center

Existing Site Photos





Wayne Stovall Sports Complex Existing Site Conditions



OVERVIEW

SIZE:
15.9 ACRES

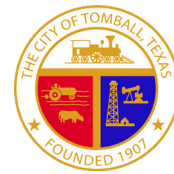
LOCATION:
N. CHERRY STREET

LEGEND

- ① parking lot
- ② baseball fields
- ③ playground
- * concessions building
- * storage building

RECREATION PROVIDED

- Home of Tomball Little League
- (2) T-ball Fields
- (5) Little League Fields
- (1) Baseball Field
- Playground
- Concessions Building
- Storage Building
- Parking



Wayne Stovall Sports Complex

Field Observations

OBSERVATIONS & RECOMMENDATIONS

1. Ballpark Renovation/Develop a Master Plan:

The ballfields and recreational amenities at Wayne Stovall have reached the end of their lifespan. Develop a plan to update all site amenities including fields, bleachers, fence lines, and backstops to ensure improved functionality and safety.

2. Concessions Building Renovation:

Concessions building is in poor condition. Design a new concessions building with architectural plans to enhance functionality and appearance. Consider a new location for the building to better facilitate the users and accessibility.

3. Parking Expansion and Layout Improvement:

Expand parking capacity and improve vehicular circulation and layout. Increase parking capacity and implement improved parking layout and circulation design to accommodate higher demand and improve traffic flow.

4. Field Layout Reorganization:

Reorganize the field layout for better space utilization and pedestrian circulation. Consider Tomball Little League's request for more fields.

5. Facility Expansion Consideration:

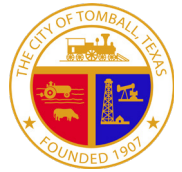
Explore options to expand the facility to meet the needs of Tomball Little League. Provide design options that maximize the number of fields on both the existing park site and the property owned by City of Tomball to the north. Evaluate the feasibility of expanding the facility versus creating a new premiere facility in another location and selling the adjacent city property or this property to help fund other park improvements and maintenance.

6. Artificial Turf Upgrade for T-Ball Fields:

Consider upgrading t-ball fields with artificial turf to improve playability and maintenance. This could also allow these fields to be rented or utilized by non-Little League groups to generate revenue for park maintenance or future improvement. Utilizing artificial turf would allow fields to be utilized by those with physical disabilities. This could create an inclusive/adaptive sport opportunity for those residents with special needs in Tomball.

7. Signage and Scoreboard Enhancement:

Upgrade signage and scoreboards to enhance the park's aesthetics and small-town feel. Replace existing signage and scoreboards with new ones that evoke a small-town atmosphere and enhance overall park ambiance. Look to local groups or businesses to assist with funding.



Wayne Stovall Sports Complex

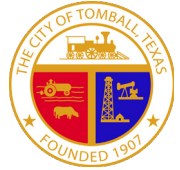
Existing Site Photos



Image Source: Touchstone District Services. Drone Photo Over Wayne Stovall Sports Complex



Image Source: Touchstone District Services. Drone Photo Over Wayne Stovall Sports Complex



Wayne Stovall Sports Complex

Existing Site Photos

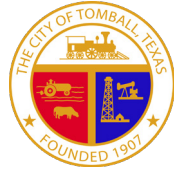


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PARKS, RECREATION AND TRAILS SYSTEM MASTER PLAN

Community Input & Key Findings



Focus Group Meetings

Focus Group Meetings & Questionnaire

The City of Tomball conducted three focus group meetings as a part of the Parks and Recreation Master Plan to gather insights and feedback from various groups and organizations in the community. The purpose of these meetings was to engage with local sports organizations, business and non-profit groups in order to better understand their expectations and priorities for parks and recreational activities. The focus group meetings aimed to elicit feedback on a range of topics, including park amenities, trail connectivity, accessibility, and programming.

Focus Group participants were given the opportunity to complete a survey to share their input. Here is what they had to say:



WE ASKED:

100%

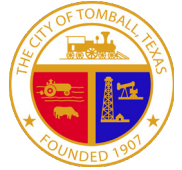
OF RESPONDENTS
ANSWERED YES!



Do you support the idea of enhancing or improving City of Tomball Parks, Trails, and Recreational Facilities?

Do you feel that there is a need for additional park amenities in Tomball?

Are you in support of a NEW park?



Focus Group Meetings

WHICH PARKS ARE FOCUS GROUP MEMBERS USING?

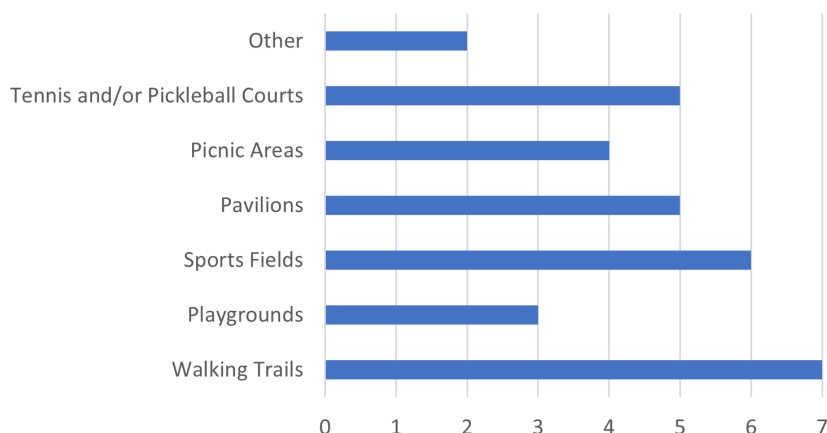
TOP 3 MOST VISITED TOMBALL PARKS



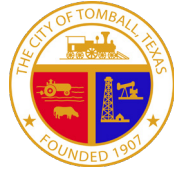
LEAST VISITED TOMBALL PARKS



What are some amenities within the current City of Tomball Parks that you would like to see improved?



Many of the representatives from local sport organizations gave helpful input on their specific needs. For example, Tomball Little League, Pickleball, and HTX Youth Soccer League have all expressed the need for more fields or courts. Tennis and Farmer's Market representatives gave input on the need for improvements to park restrooms. Participants also suggested adding other amenities like a dog park and a community garden.



Public Input

Public Meeting & Questionnaire

The City of Tomball held a public meeting in an open house format to gather input from community members regarding the Parks and Recreation facilities. The purpose of the meeting was to give the community an opportunity to provide feedback on what they value in their local parks and recreational areas. The methodology for collecting this feedback involved several interactive stations where attendees could add sticky notes or sticker dots to display their preferences for various amenities, such as playgrounds, active sports or passive amenities like walking trails. In addition, attendees were given a token and asked to make a decision between prioritizing spending on existing parks, creating new parks, focusing on downtown improvements, or building trails. By the end of the meeting, the box containing the most tokens was the box for downtown improvements followed by the box for spending money to improve existing parks.

After the public meeting, the feedback collected was compiled into charts and graphs to better visualize the results. The charts and graphs were categorized into specific themes, such as amenities, accessibility, and programming, to help identify common themes and areas of focus. For example, the charts and graphs showed that there was a strong preference for walking trails and bike paths, and that there was a desire for more shaded areas and picnic tables in the parks.

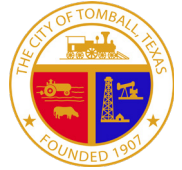
Overall, the public meeting was a successful way to engage the community in the planning process for the Parks and Recreation facilities in Tomball. By using interactive stations, community members were able to provide meaningful input that has been translated into charts and graphs to help inform the Parks and Recreation Master Plan.

**472 surveys
received.
Survey data
collected
between April
1st - May 15th.**



**INFO CARDS WITH
SURVEY LINK**





Public Input

WE NEED YOUR INPUT!

The City of Tomball is creating a comprehensive master plan for parks and recreational facilities, and **we want your help** to shape the future of our community.



TOMBALL PARKS



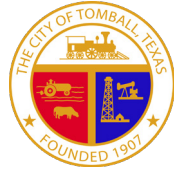
EXPLORE • PLAY • CONNECT

Please join us for an Open House on:

April 25, 2023
6pm-8pm

TOMBALL COMMUNITY CENTER
221 Market Street
Tomball, TX 77375





Public Input



99%

OF RESPONDENTS ANSWERED
YES TO THIS QUESTION

Do you support the idea of enhancing
or improving City of Tomball Parks,
Trails, and Recreational Facilities?

93%

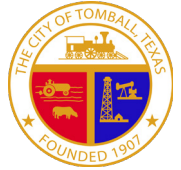
OF RESPONDENTS ANSWERED
YES TO THIS QUESTION

Do you feel that there is a need
for additional park amenities in
Tomball?

78%

OF RESPONDENTS ANSWERED
YES TO THIS QUESTION

Are you in support
of a NEW park?



Public Input

96%

OF PEOPLE SURVEYED SPEND
AT LEAST 45 MINUTES OR MORE
DURING A TYPICAL VISIT TO A CITY OF TOMBALL PARK



79%

OF RESPONDENTS
USE TOMBALL PARKS AT LEAST
1 DAY A WEEK OR MORE



90%

OF PEOPLE SURVEYED
LIVE IN TOMBALL

52%

OF PEOPLE SURVEYED
HAVE LIVED
IN TOMBALL FOR

**6 +
YEARS**

MID-DAY

219

MORNING

247

AFTERNOON

273

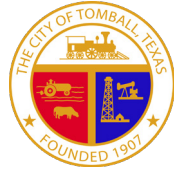
WHAT TIME OF DAY
DO YOU VISIT CITY OF TOMBALL
PARKS AND RECREATIONAL FACILITIES?

9

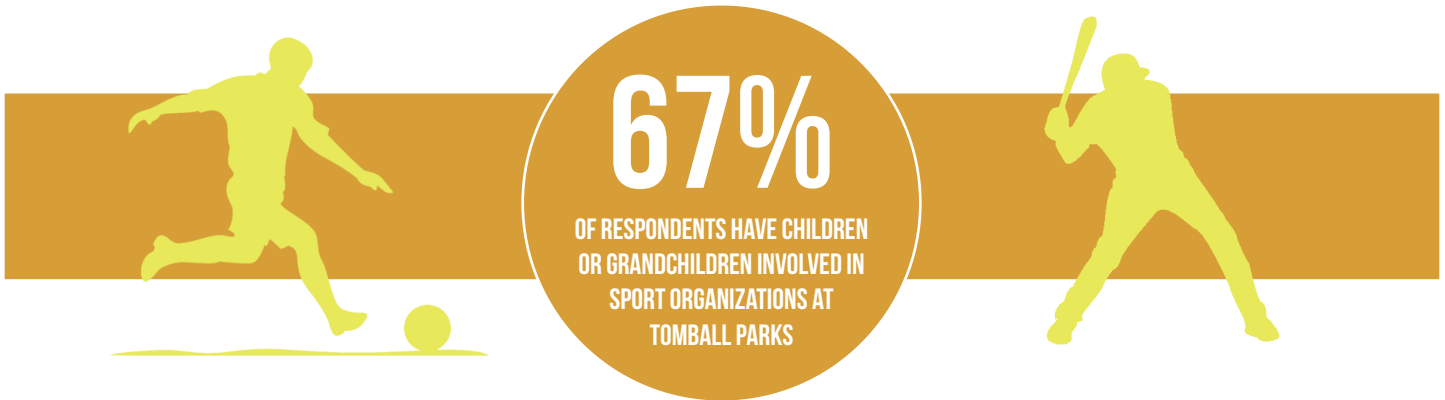
BEFORE DAWN

74

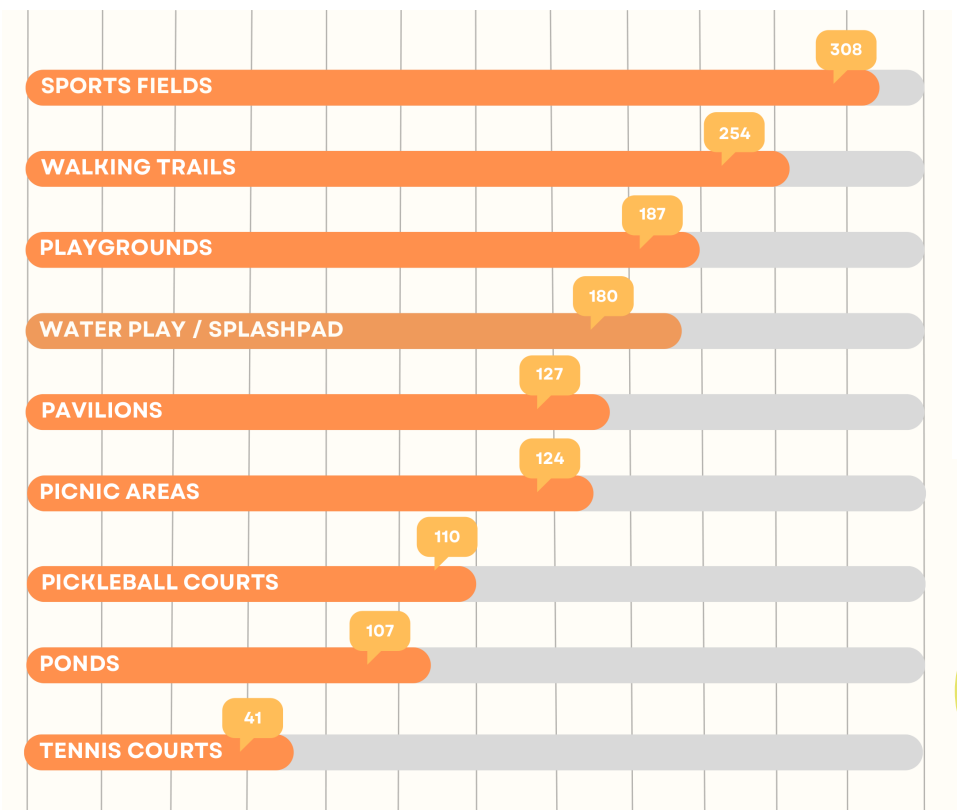
AFTER DUSK



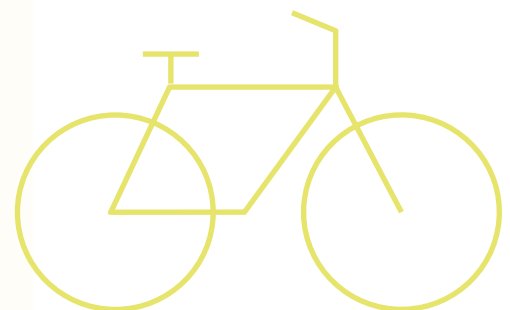
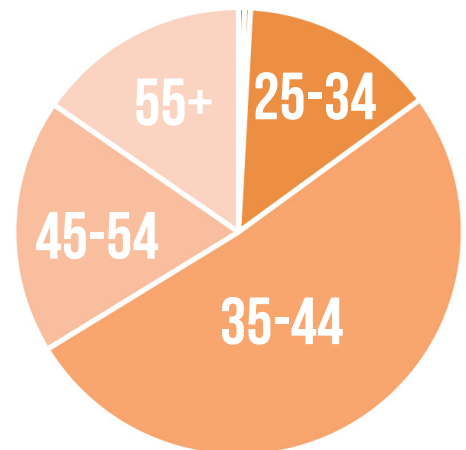
Public Input

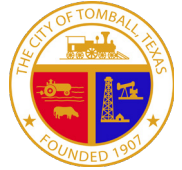


WHAT AMENITIES WOULD YOU LIKE TO SEE IMPROVED WITHIN THE EXISTING TOMBALL PARKS?



AGE RANGE OF SURVEY RESPONDENTS

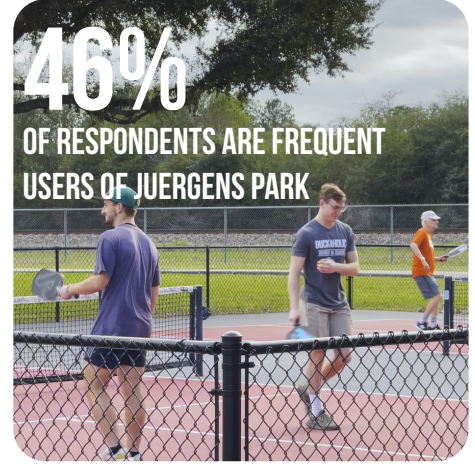
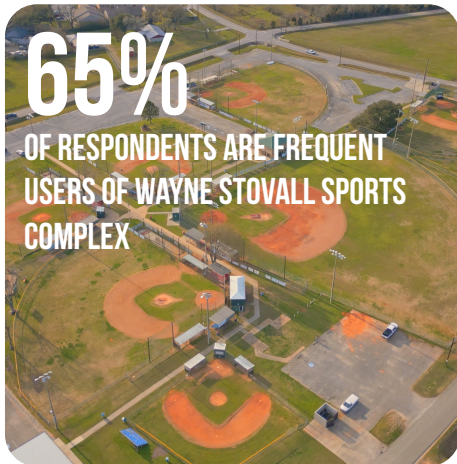




Public Input

WHICH PARKS ARE PEOPLE USING?

TOP 3 MOST VISITED TOMBALL PARKS



LEAST VISITED TOMBALL PARKS



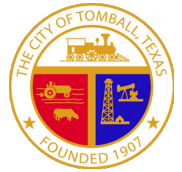
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PARKS, RECREATION AND TRAILS SYSTEM MASTER PLAN

Master Plan

Goals & Objectives

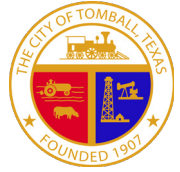


Master Plan Goals & Objectives

The development of a comprehensive master plan for parks, trails, and recreational facilities in the City of Tomball is a significant endeavor that requires a clear understanding of the goals and objectives to be achieved. This process entails identifying the community's aspirations, needs, and priorities to ensure that the master plan aligns with the unique character and vision of Tomball. By identifying these goals and objectives, the City can lay a strong foundation for the planning and development of parks, trails, and recreational facilities that will enrich the lives of residents and visitors alike. This comprehensive master plan aims to propose a vibrant and sustainable network of parks, trails, and recreational amenities that promote active living, offer diverse recreational activities, and enhance the overall quality of life in Tomball.

In order to create a clear vision for the Master Plan, the following goals and objectives were developed based on public input, discussions with City staff, standard-based needs (NRPA standards and data from the Trust for Public Land ParkScore).





Master Plan Goals & Objectives

Goal #1

Enhance the experience of both residents and visitors of the greater Tomball area. Specifically focusing on enhancing the downtown experience, festivals, parks, open spaces, recreation, and trails.

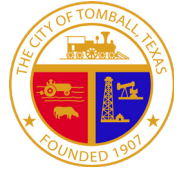
Objective 1.1 - Redevelop The Depot to enhance the small town vibe, environment, and history.

Objective 1.2: Establish a downtown beautification initiative, adding public art installations, and well-maintained greenery to enhance the visual appeal and create a welcoming atmosphere.

Objective 1.3 - Enhance all festival and event experiences for residents and visitors by developing a diverse annual events calendar, including cultural festivals, music performances, and food fairs, resulting in an increase in overall event attendance.

Objective 1.4: Implement an event feedback mechanism to continuously improve the festival experience based on participant input, resulting in an increase in attendee satisfaction.

Objective 1.5 - Improve quality of life in Tomball through the Parks and Recreation system by creating an interconnected trail network. Connect key attractions and neighborhoods. Aim to increase trail accessibility by implementing more trails and sidewalks throughout Tomball.



Master Plan Goals & Objectives

Goal #2 **To elevate the community's quality of life, stimulate economic growth, and foster healthier lifestyles by leveraging the potential of parks, recreation, and the establishment of a city-wide trail system.**

Objective 2.1 - Upgrade existing recreation facilities to meet current standards and accommodate a wider range of activities, resulting in an increase in park usage.

Objective 2.2 - Preserve environmentally sensitive areas, designating greenbelts, open space, and trails.

Objective 2.3 - Enhance the natural character of parks by adding nature trails and tree canopy for natural shade and beautification.

Objective 2.4 - Use low impact development, sustainable practices, and crime prevention through environmental design to enhance the parks system, mitigate impacts of flooding and develop safe healthy parks.

Objective 2.5 - Establish a trail network plan to accommodate the growing needs for hiking, walking, running, and cycling. Develop a trail network that connects Tomball parks, neighborhoods, schools, and public spaces.

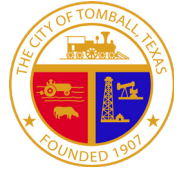
Objective 2.6 - Develop a multi-sport recreational facility, through public-private partnerships, suitable for hosting regional tournaments.

Goal #3 **Provide safe, clean, and accessible parks, promoting healthy lifestyle choices for people in the community**

Objective 3.1 - Increase the accessibility of parks and recreational facilities within a 10-minute walk or bike ride over the next 15 years.

Objective 3.2 - Establish a trail maintenance and safety program, ensuring trails are well-maintained and secure, leading to an increase in trail usage.

Objective 3.3 - Improve lighting and security measures in all parks to ensure a safe environment.



Master Plan Goals & Objectives

Objective 3.4 - Expand the range of recreational activities offered in parks to cater to different age groups and interests.

Objective 3.5 - Establish educational signage within parks that promote the benefits of a healthy lifestyle and provide information about available activities, leading to improved awareness and participation.

Goal #4

Explore opportunities for future expansion of Tomball's park system. Prioritize the integration of a park dedication ordinance for developers and incorporate provisions for parks and trails in upcoming infrastructure and drainage projects.

Objective 4.1 - Integrate pedestrian and cycling trails into future transportation infrastructure projects, such as road expansion, bridge construction, or drainage improvements.

Objective 4.2 - Draft a comprehensive parks dedication ordinance that outlines the criteria, standards, procedures, and requirements for developers to dedicate land or contribute funds for parks.

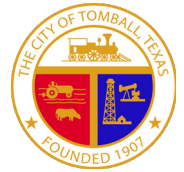
Objective 4.3 - Engage developers, community members, and local stakeholders through workshops, forums, and surveys to gather input on the proposed park dedication ordinance and potential park expansion areas.

Goal #5

Acquire and retain dedicated City Staff to focus on Capital Improvement Projects (CIP), operations, and maintenance of Tomball's Parks.

Objective 5.1 - Develop a comprehensive staffing plan outlining the specific roles and responsibilities needed to effectively manage parks C.I.P., operations, and maintenance. This includes defining positions such as project managers, maintenance crew members, horticulturists, and supervisors.

Objective 5.2 - Develop a training program to educate staff in proper maintenance practices and help facilitate licensure and certifications in the industry to invest in staff's professional success which in turn improves the park's success.



A Vision for Tomball's Trail System

Connectivity through trails is an essential component of a city's recreational and transportation infrastructure. Trails provide safe and accessible routes for pedestrians, cyclists, and other non-motorized modes of transportation, connecting people to various amenities and recreational activities. In addition to providing a transportation alternative, trails also have immense recreational value, allowing individuals and families to experience nature, enjoy outdoor activities, and lead a healthy lifestyle. Trails can be used for a wide variety of activities, such as hiking, biking, running. Trails can also serve as a space for educational and cultural activities. By promoting connectivity through trails, cities like Tomball can enhance the quality of life for their residents and attract visitors who are interested in outdoor recreation and connecting people to downtown without the need for a car.

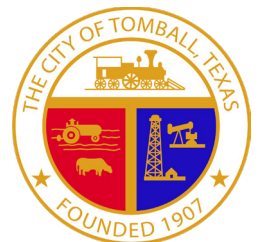
One component of the Master Plan is to propose a comprehensive and connected trail system throughout Tomball. The City of Tomball currently lacks pedestrian connectivity. According to the Trust for Public Land Parkserve data, **only 22% of Tomball residents live within a 10 minute walk of a park (National Average is 55%)**. Tomball needs to develop a trail system that will link community members with parks, recreation facilities, and downtown destinations by using partnerships with the county and others when doing infrastructure improvements on roadways, floodways, and other utility easements. There are several opportunities to create multi-use trails on HCFCD channels. These trails could provide connections through the city as well as along Spring Creek and Willow Creek, which border Tomball on the north and south boundary. Tomball should start discussions with these agencies to explore possibilities.

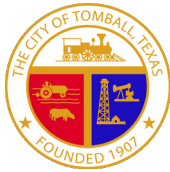




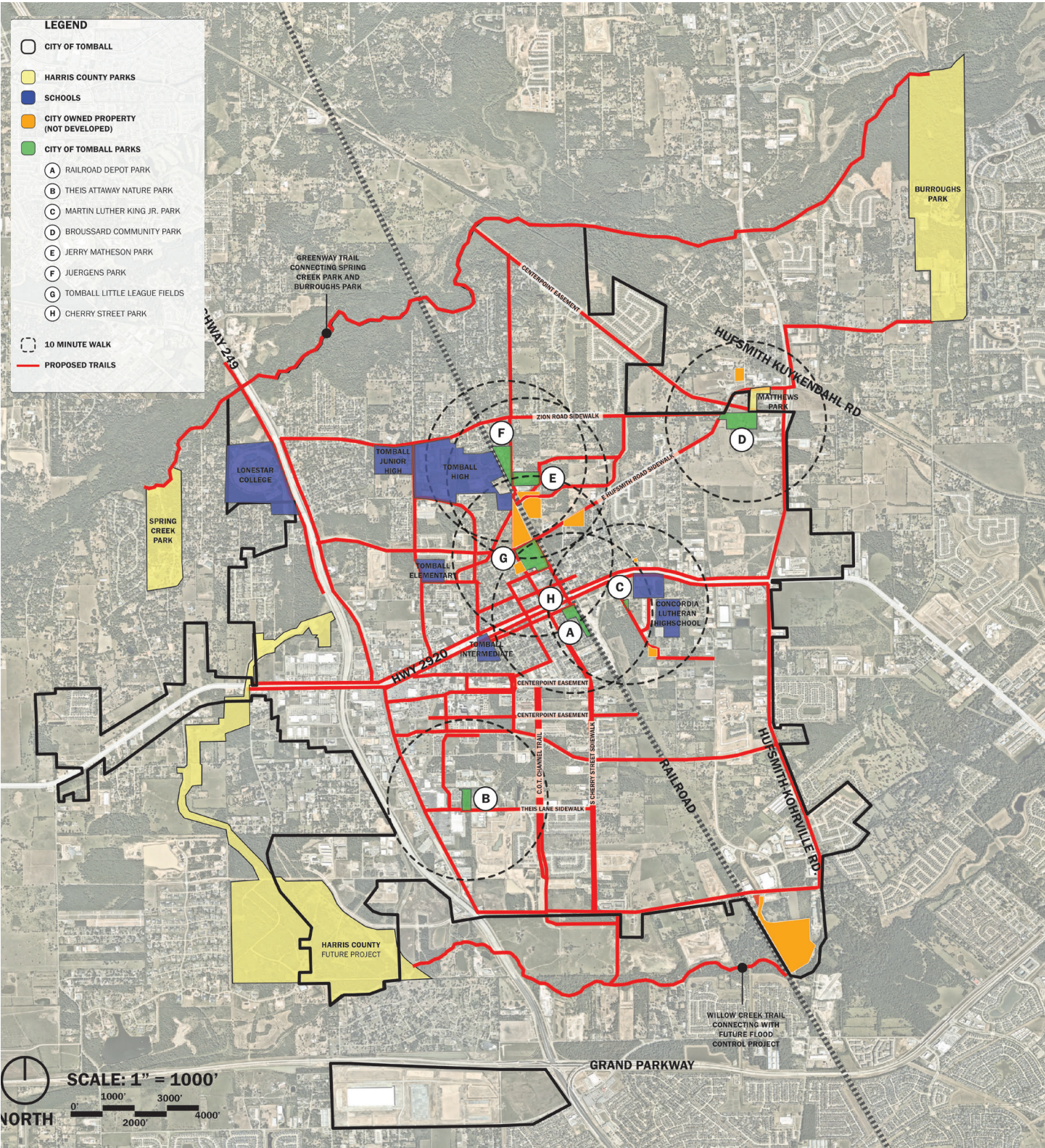
PARKS, RECREATION AND TRAILS SYSTEM MASTER PLAN

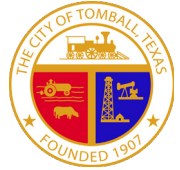
Parks & Trails System Recommendations





Overall Master Plan for Parks & Trails





Recommendations

The Master Plan will serve as a guiding document for the next 10-15 years, outlining goals, strategies, and recommendations for the improvement and expansion of Tomball's parks, trails, and recreational facilities. With its implementation, the city will offer diverse outdoor spaces and promote healthy lifestyles, while enhancing Tomball's small town charm.

Below is a general summary of recommendations for the City of Tomball to consider based on the information collected throughout the master planning process.

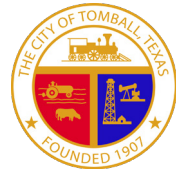
1. Improve Downtown Parks & Trails:

Participants at the public meeting expressed a strong interest in focusing on downtown improvements. Downtown Tomball is a hub for local festivals and events and The Depot plays an important role in facilitating greenspace for the festivals. There is still a large portion of downtown that is not pedestrian friendly and has many sidewalks that are due for improvements. The City should work with a Landscape Architect to develop a conceptual design plan for the Depot that enhances the experience of local festivals and events, but also makes it a destination for families and visitors. The current amenities provided at the Depot are outdated and there are very few daily users of this park. The City needs to create a signature park in the heart of the downtown area to help drive economic growth to the local businesses with increased foot traffic.

2. Implement a Parks Dedication & Development Ordinance:

Through the public input process, the feedback expressed the need for additional amenities. As the population of Tomball continues to grow, the need for more greenspace and recreational amenities will increase. The last time Tomball grew in regards to green space was in 2014, with the donation of 14 acres of land, now known as Broussard Park. Today Tomball only has approximately 59 acres of amenitized park facilities, which falls well below the national standards when compared to other cities similar in size. One way to grow Tomball's park system would be to implement a parks dedication and development ordinance. It would ensure availability of adequate green spaces





Recommendations

and parks as the City continues to grow; thereby addressing the needs of a larger population, and promoting a healthier and more active lifestyle. Such an ordinance would help preserve and protect green spaces, ensuring that they are not lost to development which assists in "heat island effects" and flood mitigation. It can also provide additional opportunities for recreational activities, environmental conservation, and community gatherings. A parks dedication and development ordinance would help create a sustainable funding mechanism for the ongoing maintenance, improvement, and expansion of parks and recreational facilities, ensuring their long-term viability and enhancing the overall quality of life for residents.

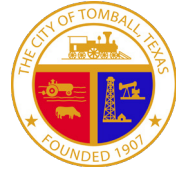
3. Create Park Design Guidelines:

Another consideration is to establish design guidelines for park and recreational facilities to ensure cohesive development and maximize the community's enjoyment of these spaces. Design guidelines for park and recreation design are a set of principles and standards that provide direction and recommendations for the planning, development, and enhancement of public parks and recreational facilities. These guidelines typically cover aspects such as site layout, landscaping, amenities, accessibility, sustainability, and aesthetics, aiming to create functional, attractive, and inclusive spaces for the community to enjoy.

4. Create Conceptual Design Plans for Each Existing Park:

The existing parks in Tomball each have their own charm; however, they are also aging and with age most do not meet current standards for health, safety, and welfare of the users. All the existing parks would benefit from better planning and organization of scope items to be more inclusive and better accessible to all users. Tomball has a very active community with a strong interest in organized sports. Through the public input process, respondents expressed a major need for improvements to existing city parks. Tomball needs to take the next step to explore each park's potential through conceptual design and master planning for each individual park. This would include meeting with focus group members and professional consultants to develop meaningful design concepts that address amenities, long term sustainability, infrastructure improvements, and operations/maintenance to work for Tomball's long-term goals for these greenspaces.





Recommendations

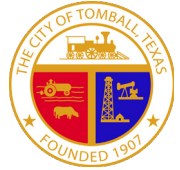
5. Create a Detailed Cost/Budget Plan for Each Existing Park:

Tomball has limited internal funds for park facilities, which is why a budget exercise is imperative for future planning and implementation of recreational amenities. Engaging in a budget exercise for a conceptual design plan is crucial as it helps align aspirations with financial realities. By considering budgetary constraints and evaluating funding options, the exercise ensures a realistic and feasible implementation of the master plan, maximizing the potential for successful development and long-term sustainability of parks, trails, and recreational facilities. It enables decision-makers to make informed choices, allocate resources effectively, and optimize the overall impact of the conceptual design plan on the community. It also will create a better understanding of whether or not external funding sources are necessary. To achieve goals of the master plan Tomball needs to set larger budgets for parks and commitment of both time and resources of the city personnel.

6. Create Standards for Park Maintenance:

Tomball needs dedicated park leadership and staff to put a focus on Capital Improvement Projects (C.I.P.), Operations, and Maintenance of its park system. Helping facilitate these people with a maintenance manual or standards package will improve communication and provide the personnel responsible for the park with a better platform for ongoing maintenance. Creating maintenance standards is crucial as it provides essential guidance for the ongoing care and upkeep of the greenspaces. Standards typically





Recommendations

outline specific maintenance tasks, schedules, best practices, and ensures that the landscape retains its intended beauty and functionality over time. By promoting proactive maintenance, the manual will preserve the investment made in the greenspace; enhance its longevity; and ensure a consistently pleasant and inviting environment for the users.

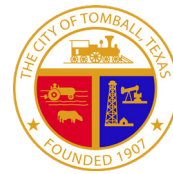
7. Create Design Guidelines or Standards for Signage:

Tomball needs standards for signage to help consistency, cohesiveness, and clarity in communication throughout the park system. Current park signage is in poor condition and lacks cohesiveness in design styles. By establishing specific design guidelines, such as font choices, color schemes, and placement, the signage becomes a unified and recognizable element, enhancing wayfinding, information dissemination, and overall user experience. Design standards also contribute to the park's aesthetic appeal, reflecting the park's identity and creating a cohesive visual language that enhances the park's brand and sense of place to make Tomball's parks recognizable.

8. Acquire and retain dedicated City Staff to focus on Capital Improvement Projects (CIP), operations, and maintenance of Tomball's Parks

Develop a comprehensive staffing plan outlining the specific roles and responsibilities needed to effectively manage parks C.I.P., operations, and maintenance. This includes defining positions such as project managers, maintenance crew members, horticulturists, and supervisors. Develop a training program to educate staff in proper maintenance practices and help facilitate licensure and certifications in the industry to invest in staff's professional success which in turn improves the park's success.





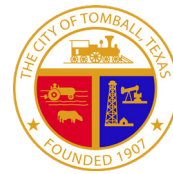
Concept Sketch for Juergens & Matheson

Juergens & Jerry Matheson Park

Concept | Visionary Plan | 9.79 & 9.19 ACRES



NOTE: DRAWING IS CONCEPTUAL AND SUBJECT TO CHANGE



Concept Sketch for Theis Nature Center

Theis Attaway Nature Center Concept | Visionary Plan | 5 ACRE PARK

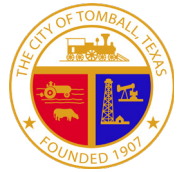


OPTION A



OPTION B

NOTE: DRAWING IS CONCEPTUAL AND SUBJECT TO CHANGE

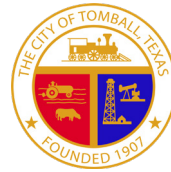


Concept Sketch for MLK Park

Martin Luther King Jr. Park Concept | Visionary Plan | .94 ACRE PARK



NOTE: DRAWING IS CONCEPTUAL AND SUBJECT TO CHANGE



Historical Imagery

TOMBALL: A TOWN ROOTED IN SPORTS

Historical Imagery

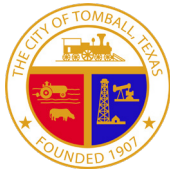


One of the First Little League Teams. 1st Row: Henry Taylor, Joe Mahan, Jr.. 2nd Row: Leighton Stallones, Frank Sifferman, Larry Doerre, Charles Rudel. 3rd Row: Bill Kreinhop, manager, Sheriff Buster Kern, Organizer J.C. Browder. 4th Row: ?, Tommy Jo Anders, ?, Billy Kreinhop, Jimmy Wilson, Jr.



IMAGE SOURCE FOR ALL HISTORICAL IMAGERY OF TOMBALL:

Tomball Area Diamond Jubilee, Inc. A Tribute to Tomball: A Pictorial History of the Tomball Area, book, 1982; Tomball, Texas. (<https://texashistory.unt.edu/ark:/67531/metaph875810/>; accessed January 20, 2023), University of North Texas Libraries, The Portal to Texas History, <https://texashistory.unt.edu>; crediting LSC - Tomball Community Library.



Concept Sketch for Wayne Stovall

WAYNE STOVALL SPORTS COMPLEX
Concept | Visionary Plan

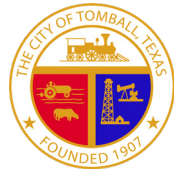


OPTION A



OPTION B

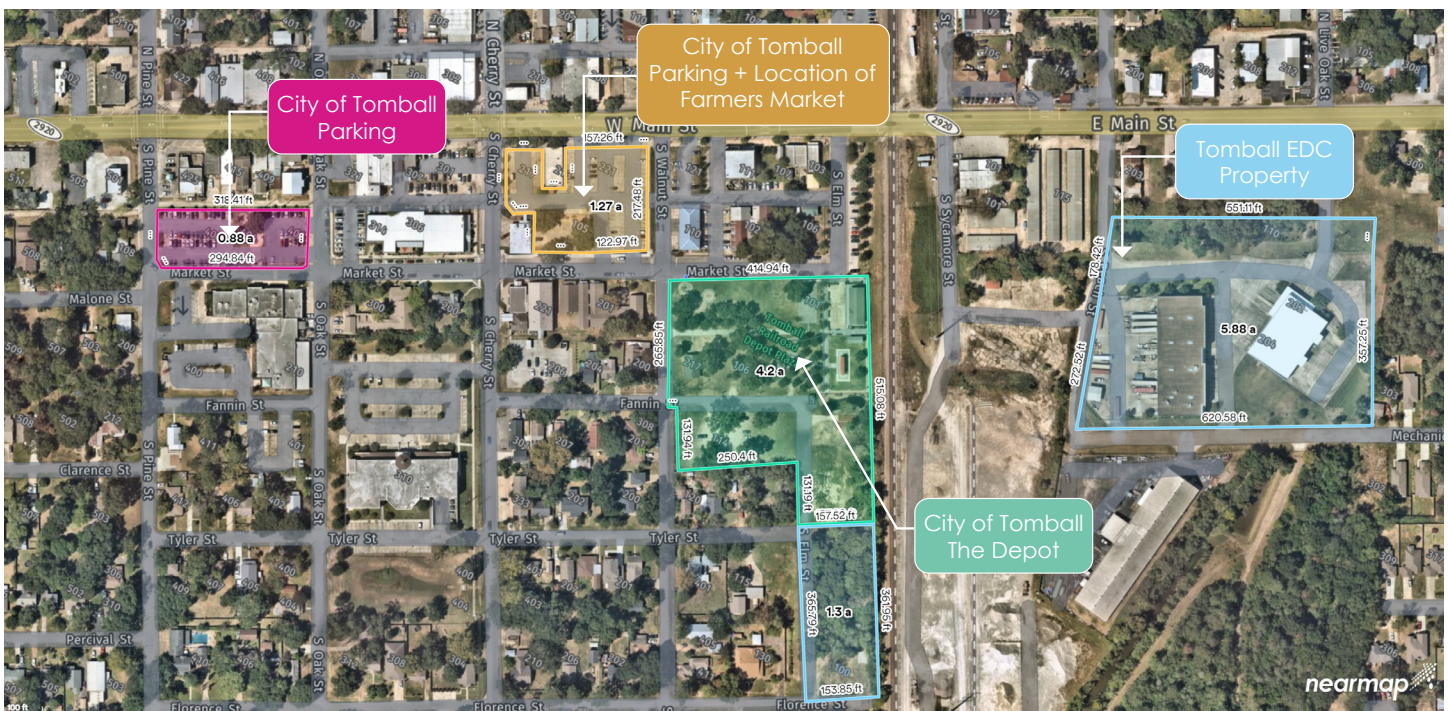
NOTE: DRAWING IS CONCEPTUAL AND SUBJECT TO CHANGE

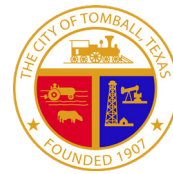


Downtown Tomball, while exuding charm and community spirit, is conspicuously lacking in the essential element of park amenities. The local festivals that bring life to the heart of the City underscore the urgency for a premier gathering space to host these events. As families enjoy strolls down Market Street, savor ice cream, dine at restaurants, and cheer on the Tomball Little League, it becomes evident that what makes Tomball truly special is its small-town ambiance, excellent schools, and the warm connections between neighbors. Yet, the existing Depot Park's recreational offerings have become outdated, warranting a revitalization that resonates with the vibrancy of Tomball. The Depot Park holds the potential to act as a catalyst for a thriving Downtown, infusing new energy and vitality into the local economy. The impact of well-designed parks on enhancing quality of life is undeniable, transforming an area into a desirable hub for both living and working.

Recognizing this potential, the team has envisioned four conceptual sketches to re-imagine the Depot Park. These "big ideas" explore avenues to make the park more functional and appealing, aligning with the Downtown's character. These sketches, while merely conceptual and adaptable, visually represent the transformative power of greenspaces. While not binding, they encapsulate the direction for a more vibrant Depot Park that can serve as a nucleus for community engagement.

A full conceptual and design development package is suggested to seize the opportunity and materialize the potential of this revitalization project. Ultimately, the goal is not just about enhancing a park, but about enhancing the very essence of Tomball itself.





Concept Imagery for The Depot

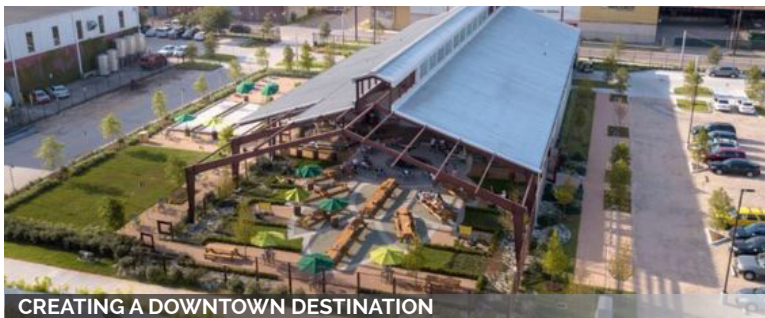
A Vision for The Depot



MOVIE NIGHTS AND FLEXIBLE EVENT SPACE



CROSSING THE TRACKS



CREATING A DOWNTOWN DESTINATION



SPACE FOR VENDORS & EVERYDAY USE



TELLING TOMBALL'S STORY



OUTDOOR PERFORMANCE VENUE



CELEBRATE SMALL TOWN CHARM

Note: All imagery is conceptual and subject to change.

Concept Sketches for The Depot

SCHEME A

between two train cars



SCHEME B

pavilion at market street



NOTE: DRAWINGS ARE CONCEPTUAL AND SUBJECT TO CHANGE

Concept Sketches for The Depot

SCHEME C

two pavilions

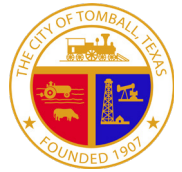


SCHEME D

spanning the block



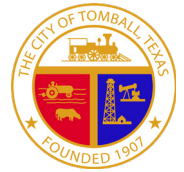
NOTE: DRAWINGS ARE CONCEPTUAL AND SUBJECT TO CHANGE



Conceptual Renderings for The Depot



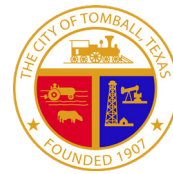
NOTE: DRAWINGS ARE CONCEPTUAL AND SUBJECT TO CHANGE



Conceptual Renderings for The Depot



NOTE: DRAWINGS ARE CONCEPTUAL AND SUBJECT TO CHANGE

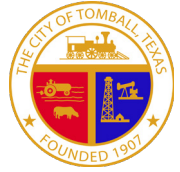


Concept Sketch for Broussard Park

Broussard Park Concept | Visionary Plan | 14 ACRE PARK



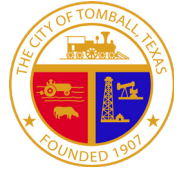
NOTE: DRAWING IS CONCEPTUAL AND SUBJECT TO CHANGE



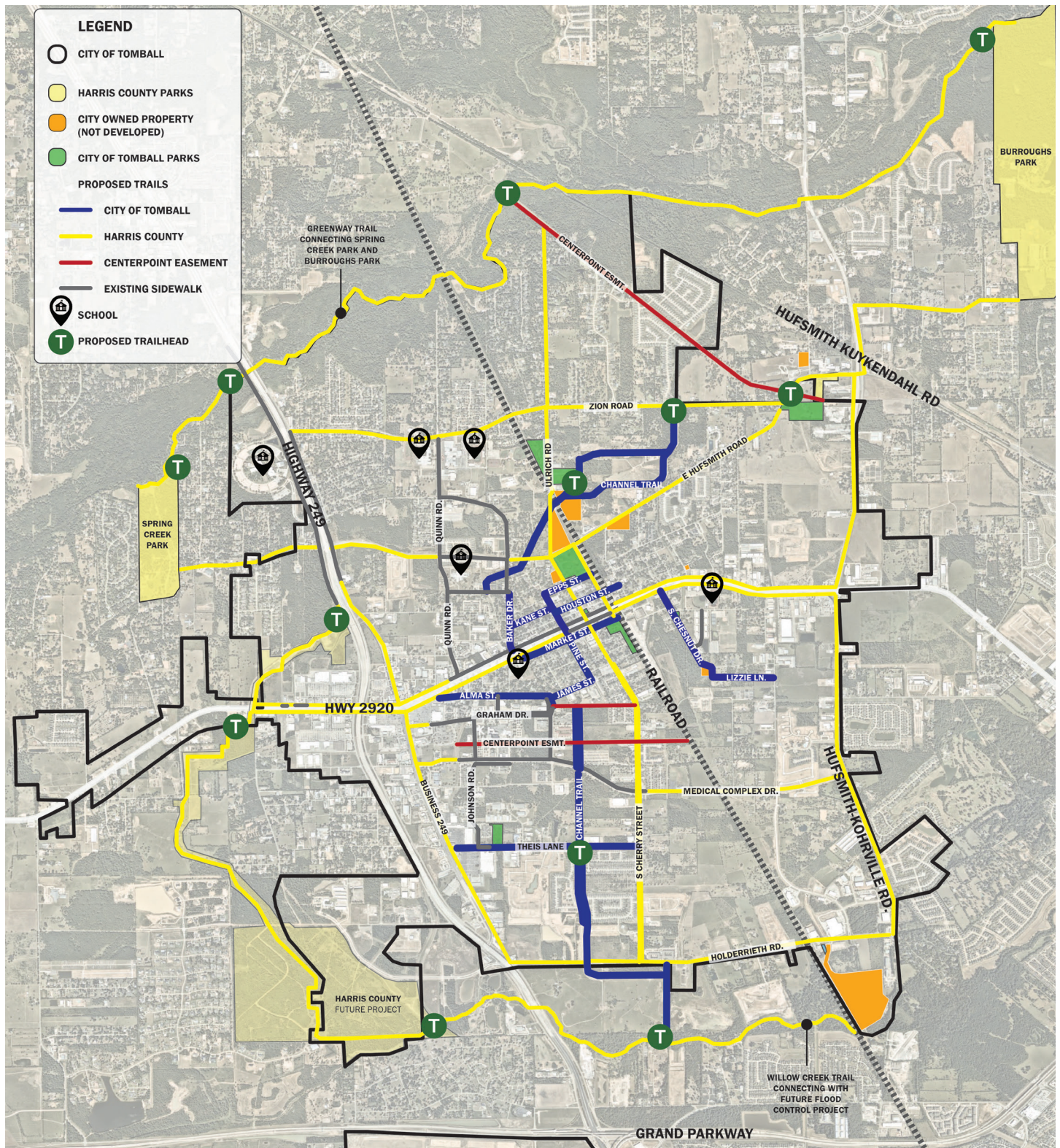
Recommendations for Tomball's Trail System

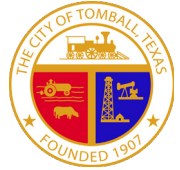
The following goals were developed to set a standard for a trail system in Tomball based on community feedback and discussions with City staff.

1. Create a comprehensive and **connected trail system** throughout Tomball. Aim to meet the national average for the "10-Minute Walk" (55%) by 2033.
2. Increase accessibility to outdoor recreation for all members of the community regardless of age and abilities.
3. Improve public health and wellness by encouraging physical activity through trail usage and educational components along the trail.
4. Create trail connections between existing Tomball parks.
5. Create trail connections between schools, including but not limited to Tomball ISD campuses such as a trail connection between Tomball High School and Lone Star College.
6. Enhance connectivity between neighborhoods, parks, and other amenities in the city.
7. Improve walk-ability to and from Old Town Tomball and throughout the central business district to help reduce the need for parking during festivals and events.
8. Incorporate trails with wider widths to accommodate bicycle users.
9. **Set a minimum standard width of 8' for primary trails. Secondary trails or typical sidewalks where space is not available should have a minimum width of 5'.**
10. **Downtown sidewalks/ trails should have a minimum standard of 6' width and meet Texas Accessibility Standards.**
11. Trails should be integrated with other foundational public realm plans, such as long-range transportation plans, stormwater master plans, habitat conservation plans, and future land-use plans.



Proposed Tomball Trail Map

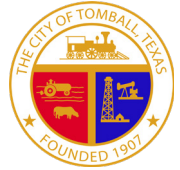




Trailheads

Trailheads serve as important access points and starting locations for trails, providing a designated area where trail users can gather and begin their outdoor adventures. They serve as informational hubs, often featuring maps, signage, and amenities like restrooms or picnic areas. Additionally, trailheads can serve as gateways to natural and recreational areas, offering opportunities for education, interpretation, and enhancing the overall trail experience for hikers, bikers, and other outdoor enthusiasts. Below are some images that show some of the typical components of trailheads.





Concrete Trails



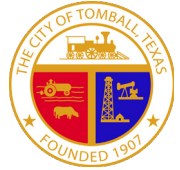
CONCRETE

\$5.50 - \$10.00 PER SF

MAINTENANCE :
NONE

Reasons for Using Concrete Trails

1. **Durability:** Concrete trails are known for their durability and longevity. When properly constructed and maintained, concrete trails can withstand foot and bicycle traffic, as well as various weather conditions, without significant deterioration.
2. **Accessibility:** Concrete trails are often designed to meet accessibility standards, making them suitable for people with disabilities or mobility challenges. They typically provide a smooth and stable surface that is wheelchair-friendly and easy to navigate for users of all abilities.
3. **Low Maintenance:** Concrete trails generally require minimal maintenance compared to other trail surfaces. They are resistant to erosion, weed growth, and damage from natural elements. Regular inspections and occasional repairs may be needed to ensure the trail's optimal condition.
4. **Versatility:** Concrete trails offer flexibility in design, allowing for customization based on the surrounding landscape and intended use. They can accommodate various widths, gradients, and configurations, making them suitable for different recreational activities, including walking, running, biking, and roller-blading.
5. **Aesthetics:** Concrete trails can enhance the visual appeal of an area, providing a clean and polished appearance. They can be finished with different textures, colors, or decorative patterns to complement the surroundings and create an inviting and attractive trail experience.
6. **Cost:** While the initial installation cost of concrete trails may be higher than some other trail surfaces, their long-term durability and low maintenance needs can result in cost savings over time. Concrete trails can offer a cost-effective solution, especially in high-traffic or heavily-used areas where regular repairs or replacement would be more expensive.
7. **Environmental Impact:** Concrete trails can have environmental considerations. Proper planning and design can incorporate environmentally friendly features such as permeable concrete to promote stormwater infiltration, utilizing materials with low carbon footprint, and minimizing disruption to natural habitats during construction.
8. **Overall,** concrete trails are a popular choice for recreational pathways due to their durability, accessibility, low maintenance requirements, and design flexibility.



Signage Recommendations

This chapter focuses on ideas and recommendations for setting signage standards in City of Tomball Parks, Trails and Recreational Facilities. Having consistency and uniformity with signage helps to create an identity for the City of Tomball's Park system. Many parks and trails require several types of signs so it is important to explore design options that are scalable and give a cohesive look to the park or amenity space.

From a long-term maintenance perspective, signage should be easy to repair and economical to fabricate and install.

Types of Signage:

Park Entry Signs/Monument Signs : Tomball City Parks should have identification signage at the main entry(s) with the park name. All trails should have identification signage at the entry trailhead.

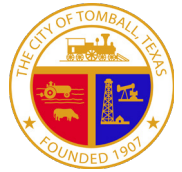
Park Rules or Information Signs: Park identification, information and regulatory signage should be uniform in design and complement the overall park design.

Map/Wayfinding Signs: Map panels should be included on larger wayfinding signs to provide visitors with an overview of the park layout and highlight points of interest. Information panels should be added to include additional details about the park's features, rules, and any upcoming events or programs.

Mile/Trail Markers: Display the distance information prominently on the markers. Include the mileage in both numerical and graphical formats to cater to different preferences and comprehension levels. Use large, easy-to-read numbers to ensure quick and accurate interpretation.

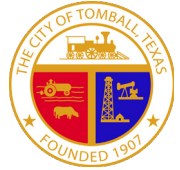
Educational/ Interpretive Signs: Consider incorporating interactive elements into the design, such as flip panels, sliders, or QR codes. These can provide an interactive and hands-on learning experience, allowing visitors to explore additional content or access multimedia resources.

Directional Signs: Buildings at park facilities should include signage and street address. Numbers and lettering should be clear and easy to read from the street. Directional signage should enhance the wayfinding experience.



Concept Imagery for Park Signage



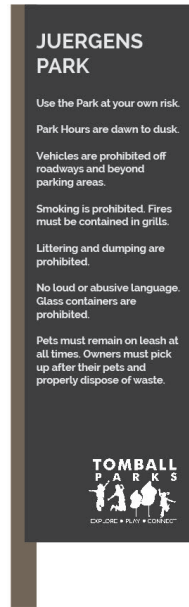


Signage Concepts for Tomball Parks

Painted Metal & Stone Accents



Map/
Wayfinding Signs

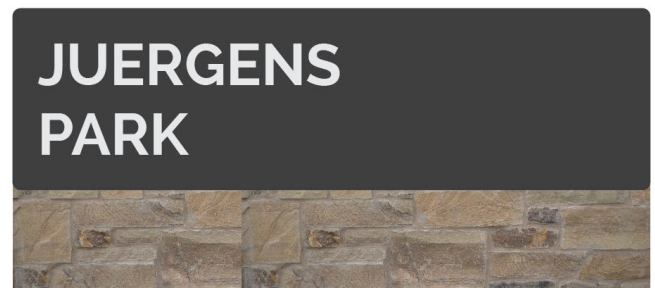


Regulatory
Signs



Trail
Markers

Note: these are preliminary sign concepts and subject to change.
Consider working with an Environmental Graphics Firm to help with branding and design a detailed signage and wayfinding package.

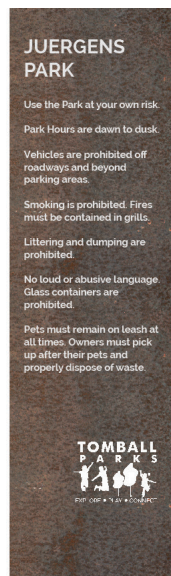


Park Entry
Signs

Brick & Weathering Steel



Map/
Wayfinding Signs



Regulatory
Signs



Trail
Markers



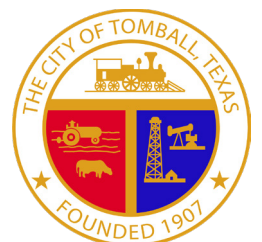
Park Entry
Signs

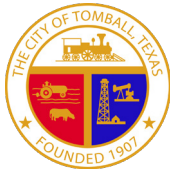
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PARKS, RECREATION AND TRAILS SYSTEM MASTER PLAN

Future Parks & Recreation Expansion





NRPA Guidelines for Park Space Per Resident

City of Tomball has a population of about **12,000 residents** and the total acreage of amenitized park space currently owned by the City is approximately **59 acres** within the city limits. This puts Tomball at roughly **4.9 acres of parkland per 1,000 residents**. Based on NRPA (National Recreation and Park Association) guidelines, Tomball falls below the national average. See the chart below for comparison.

59

÷

12

=

4.9

acres of
amenitized
park in COT

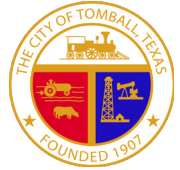
(12,000)
residents

acres of
parkland
per 1,000
residents

FIGURE 2: ACRES OF PARKLAND PER 1,000 RESIDENTS (BY JURISDICTION POPULATION)						
	All Agencies	Less Than 20,000	20,000 to 49,999	50,000 to 99,999	100,000 to 250,000	More Than 250,000
Median	10.8	13.0	11.3	11.2	8.9	10.1
Lower Quartile	5.3	6.0	5.9	5.0	4.5	5.2
Upper Quartile	18.4	21.1	17.9	17.3	17.1	17.4

Data Source:
2023 NRPA Agency Performance Review.
Figure 2: Acres of Parkland Per 1,000 Residents.
<https://www.nrpa.org/site/assets/nrpa-agency-performance-review.pdf>

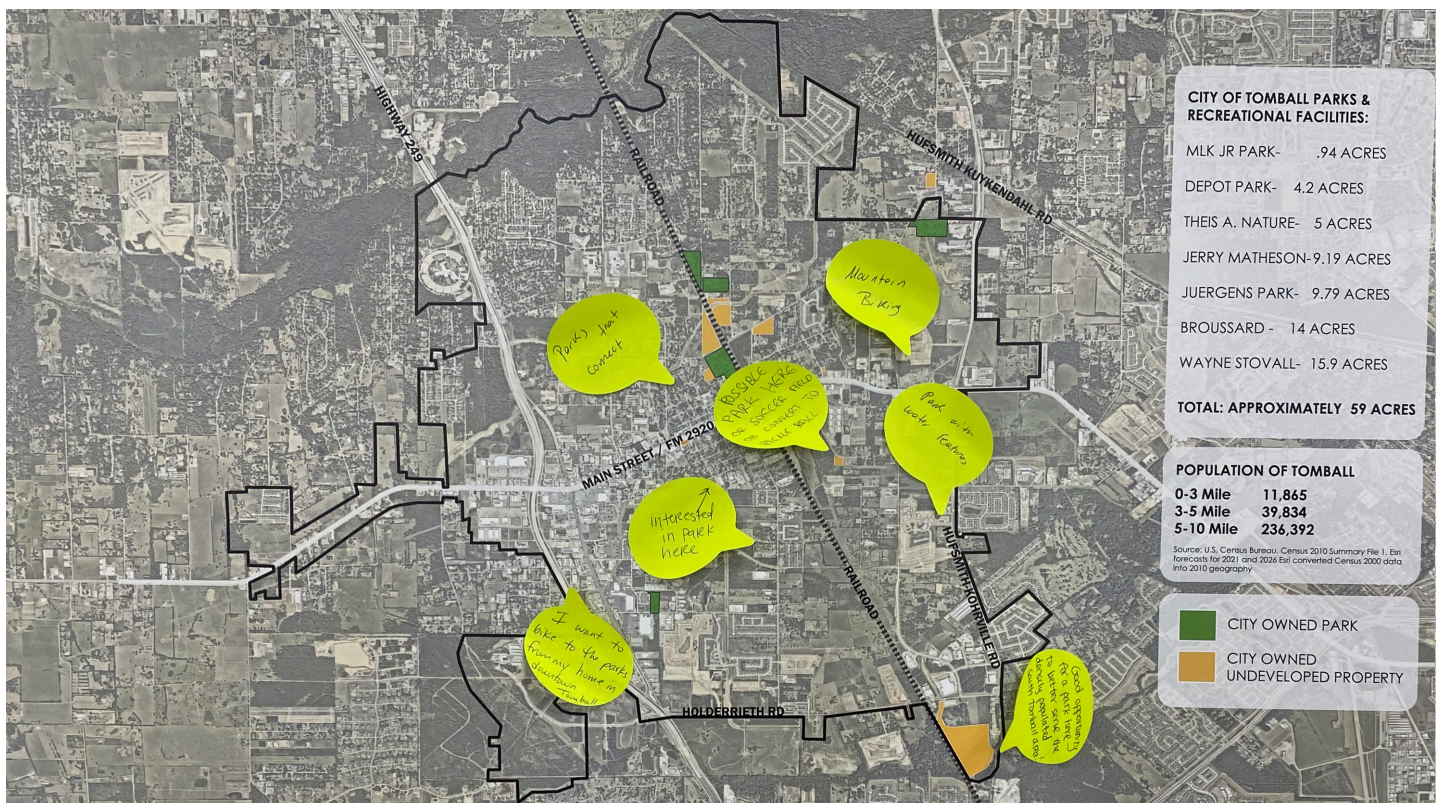
It's important to note that these are general guidelines, and communities may have their own specific standards based on local needs and resources. However, the NRPA standards serve as a benchmark to ensure that communities provide an adequate amount of park space to meet the recreational needs of residents and support a high quality of life.



Population Growth & The Need for More Parks

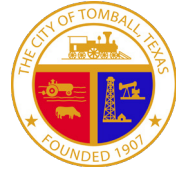
Through the public input process, many respondents noted that there is a need for more active recreation facilities. Users from Little League baseball, pickleball, and HTX Youth Soccer league all expressed the need for more space due to growth and increased participation from the community within their organizations. Most of the sports fields found in Tomball parks are in poor condition and need to be redone.

The last time Tomball grew in green space was in 2014, with the donation of 14 acres of land; this site is now known as Broussard Park. The fact that Tomball only has about 59 acres of amenitized park facilities, puts Tomball well below the national standards for acres of parkland per population.



GROWTH & GREENSPACE

CONSIDERATIONS FOR NEW RECREATIONAL FACILITIES IN TOMBALL



Considerations for a Park Dedication & Development Ordinance

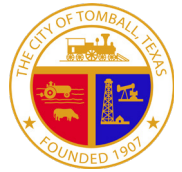
One recommendation would be for the City of Tomball to adopt a Park Dedication and Development Ordinance. This kind of ordinance is a local regulation that requires developers to contribute land, funds, or other resources towards the establishment or improvement of parks and open spaces as part of their development projects. It ensures that as new developments occur, there is a provision for the creation or enhancement of park facilities, promoting the availability of recreational spaces and contributing to the overall well-being of the community.

A Park Dedication and Development Ordinance typically works by requiring developers to dedicate a certain percentage of their land for park purposes or to provide financial contributions in lieu of land dedication. The specific calculations and requirements can vary depending on the local jurisdiction and the particular ordinance in place.

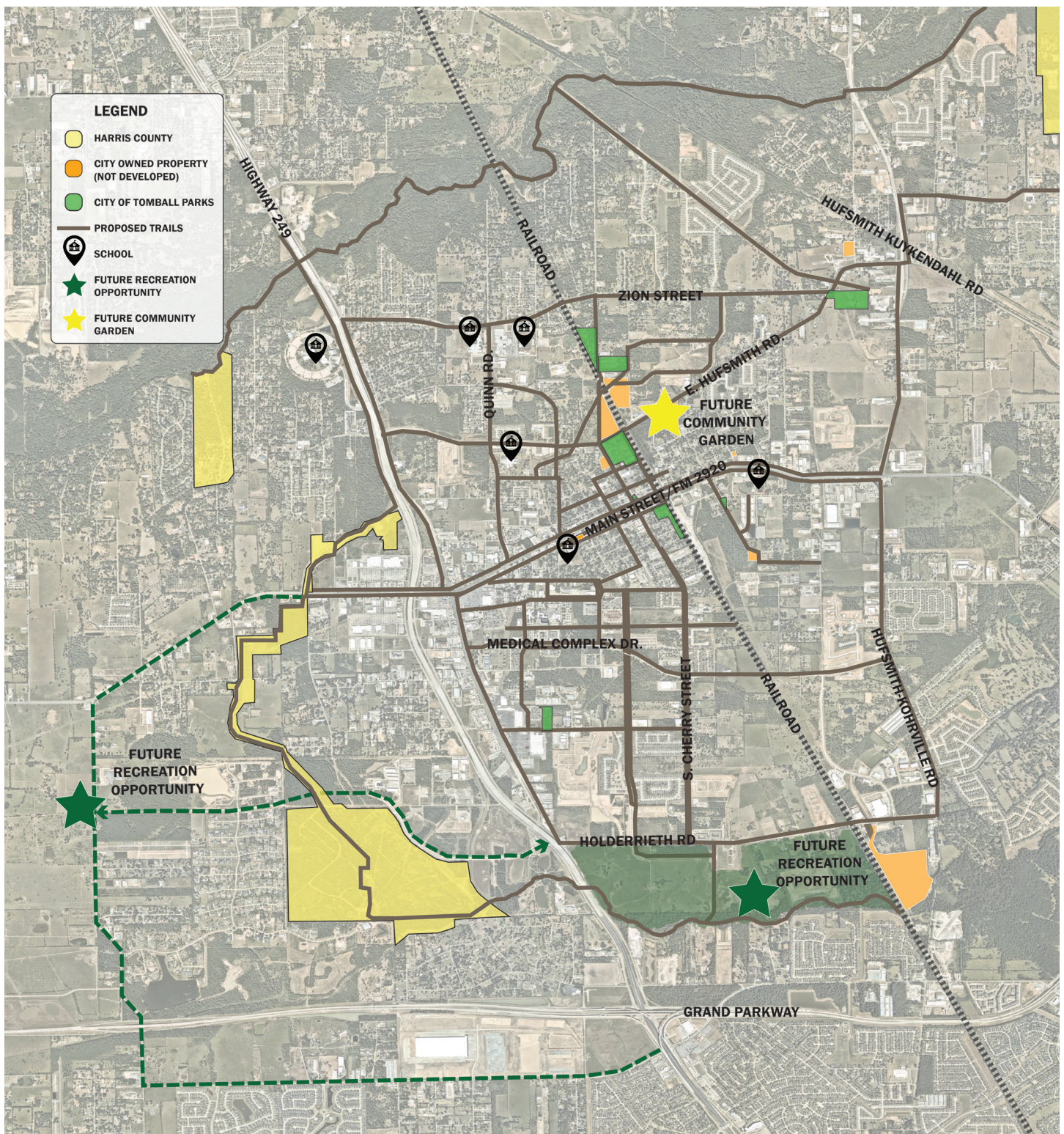
In the case of land dedication, the Ordinance may specify the percentage of land that must be set aside for parks or open spaces based on the size or type of development. For example, it might require 5% of a residential development's total area to be dedicated to parks. The ordinance may also outline standards for the size, location, and accessibility of the dedicated parkland.

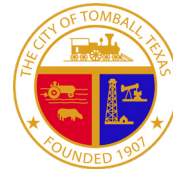
In situations where land dedication is not feasible, the ordinance may allow developers to make a financial contribution to a park fund. The calculation of the financial contribution is typically based on a formula, which could involve a per-unit or per-square-foot assessment. The funds collected are then used by the local government to acquire land, develop new parks, or improve existing park facilities.

The specific calculations and requirements of a park dedication and development ordinance are typically determined through a public process, involving input from city planners, policymakers, developers, and community stakeholders. These calculations aim to strike a balance between the needs for development and the provision of adequate parkland and recreational amenities to support the community's needs and enhance the overall quality of life.



Future Project Opportunities





Investing in Parks

Investing in public parks enhances the overall quality of life in cities. Parks improve air and water quality, mitigate the urban heat island effect, and provide habitats for biodiversity, contributing to the ecological health of the surrounding areas. Well-designed parks can increase property values and attract businesses, tourism, and investment. They also play a significant role in supporting public health initiatives, providing spaces for exercise, reducing stress levels, and promoting overall community wellness.

Public parks offer significant economic benefits to cities and local economies. They attract visitors, tourists, and businesses, stimulating economic activity and generating revenue. Well-maintained and attractive parks can increase property values in surrounding areas, leading to higher tax revenues for the city. Parks also support job creation and contribute to the growth of sectors such as tourism, hospitality, and outdoor recreation. Additionally, public parks enhance the appeal and livability of a city, making it more attractive for residents, workers, and businesses, which in turn can spur economic development and investment. Overall, investing in public parks has a positive economic ripple effect, benefiting both the local community and the city as a whole.

How much is Houston investing in parks?

We compared Houston with the other 100 most populous cities in the nation on total park investment per person, aggregating all public and private spending for any publicly accessible park in the city.

\$108 per person

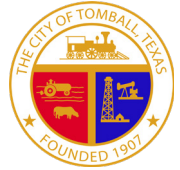
PARK INVESTMENT (THREE-YEAR AVERAGE) ⓘ

- City agency **\$32 (33%)**
- Other public agencies **\$42.39 (44%)**
- Private organizations **\$20.87 (22%)**
- Monetized volunteer hours **\$0.55 (1%)**



National benchmark: Relative park spending by organization type
Average among 100 most populous cities
City agency: 85.5%
Other public agencies: 7%
Private organizations: 5.5%
Monetized volunteer hours: 2%
Total per capita spending: \$108 per person





How Parks Can Increase Surrounding Property Values

Proximity to Parks

Proximity to well-maintained parks has been found to positively impact property values, with homes near parks often experiencing higher appreciation rates over time.

Desirability and Demand

Parks contribute to the desirability of a neighborhood, attracting home buyers seeking access to recreational amenities, green spaces, and a higher quality of life. Increased demand can drive up property values.

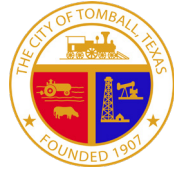
Lifestyle and Amenities

Access to parks and their amenities, such as walking trails, playgrounds, sports fields, and picnic areas, can contribute to a desirable lifestyle, attracting home buyers willing to pay a premium for such amenities.

Scenic Views and Open Space

Parks offer scenic views and create open space buffers, which can enhance the appeal of nearby properties, especially those with views of greenery, water features, or well-designed park landscapes.

It's important to note that specific property value impacts can vary depending on factors such as park size, quality, proximity, and the overall real estate market conditions. These examples provide general illustrations of how parks can positively influence property values in Texas, but it's advisable to consult local real estate experts or data sources for more detailed and specific information about particular areas and parks.

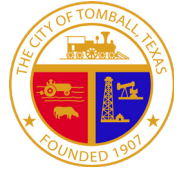


Local Examples of Parks that Increase Surrounding Property Values

Public Parks



1. Hermann Park in Houston has been known to have a positive effect on nearby property values, with homes in the surrounding areas benefiting from the park's amenities and green spaces.
2. Zilker Park in Austin is a popular destination with its large green space, trails, and recreational facilities. Homes in close proximity to Zilker Park often command higher prices due to the park's attractiveness and recreational opportunities. This park also hosts festivals which drives tourism and economic growth to the area.
3. The Memorial Park in Houston provides beautiful scenery and expansive green spaces. Properties located near the park, such as those in the Memorial area, may enjoy higher property values due to the park's aesthetic qualities.
4. Klyde Warren Park in Dallas has become a vibrant urban oasis, offering recreational activities and hosting community events. Properties near the park have seen increased demand and potential property value gains due to the park's amenities and lifestyle benefits.
5. Buffalo Bayou Park: Buffalo Bayou Park is a 160-acre green space located in the heart of Houston. The park offers trails, gardens, and recreational amenities. Properties near Buffalo Bayou Park, such as those in the surrounding neighborhoods of Memorial, River Oaks, and Montrose, have experienced increased property values due to the park's amenities and the scenic views it offers.
6. Located in downtown Houston, Discovery Green is a popular urban park that features a variety of amenities, including a lake, playgrounds, gardens, and event spaces. Properties near Discovery Green have seen an increase in demand and property values due to the park's central location and the vibrant atmosphere it brings to the neighborhood.
7. Levy Park, located in the Upper Kirby neighborhood, underwent a significant revitalization in recent years. The park now offers a variety of amenities, including a splash pad, playground, and dog park. Properties in the vicinity of Levy Park have experienced a boost in property values as the park has become a focal point of community activity and a desirable neighborhood amenity.

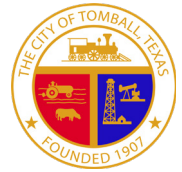


Local Examples of Parks that Increase Surrounding Property Values



8. Located in The Woodlands, Bear Branch Park features a community pool, sports fields, picnic areas, and a playground. Its well-maintained facilities and recreational options make it a popular destination for families and outdoor enthusiasts.
9. James Driver Inclusive Park, in East Aldine, is a premiere park designed to be accessible and inclusive for individuals of all abilities. It features inclusive playground equipment, sensory areas, and adaptive sports facilities, providing a welcoming and inclusive environment for children and adults to play, interact, and enjoy outdoor activities together. Located in an under served part of Harris County, the improvements added to James Driver Park should also help to revitalize the surrounding community and serve as a destination for visitors.
10. Rob Fleming Park in the Woodlands is a highly regarded community park known for its scenic beauty and array of amenities, including trails, sports fields, and a fishing pond. Its development has had a positive impact on surrounding property values, with nearby homes experiencing an increase due to the park's recreational opportunities, green spaces, and the overall enhancement it brings to the quality of life in the area.
11. Josie Lake Park is one of the many parks within the Bridgeland master-planned community in Cypress. It features open spaces, a playground, and picnic areas. "Bridgeland's master plan calls for having every home within one-quarter mile from a park or green space, making outdoor activity easily accessible and walkable." (Source: <https://www.bridgeland.com/the-many-parks-of-bridgeland/>)
12. Harvest Green Park is a pocket park within the Harvest Green community in Richmond. It offers green spaces, walking trails, a splash pad, and community gardens. Homes near Harvest Green Central Park have experienced increased property values as the park contributes to the overall appeal and lifestyle amenities of the Harvest Green community.
13. The Groves is a master-planned community in Humble, Texas that features several pocket parks throughout its neighborhoods. These parks offer amenities such as premiere playgrounds, splash play, and picnic areas. Residents are attracted to the area because of the recreational opportunities offered and the community's commitment to providing well-maintained green spaces.





How Successful Parks Can Have A Positive Impact On Local Businesses

Parks and local businesses have a synergistic relationship where they mutually benefit and support each other. Parks attract visitors and residents, creating increased foot traffic and potential customers for nearby businesses. In turn, local businesses provide services, amenities, and products that enhance the park experience, encouraging people to spend more time and money in the area, ultimately driving economic growth and contributing to the overall vitality of the community.

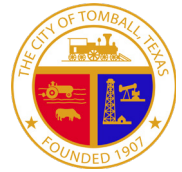
Ways Parks Can Have A Positive Impact on Local Business:

- Increased foot traffic: Parks attract visitors and residents, which can result in increased foot traffic in nearby commercial areas. This can benefit local businesses, such as restaurants, cafes, and shops, as park-goers may choose to dine or shop before or after their park visit.
- Recreation and leisure spending: Parks provide recreational opportunities that encourage people to engage in activities such as sports, picnicking, or outdoor events. This can lead to increased spending on equipment rentals, sports gear, food, and beverages, boosting local businesses that cater to these needs.
- Tourism and visitor spending: Well-known parks and natural attractions can attract tourists and visitors, who may contribute to the local economy through expenditures on accommodations, dining, shopping, and entertainment. Parks can serve as a draw for travelers and contribute to the tourism industry in a region.
- Property value and real estate: Proximity to well-maintained parks and green spaces can enhance property values in surrounding neighborhoods. Higher property values can attract businesses to invest in the area, leading to new commercial developments, increased property tax revenue, and job opportunities.
- Events and festivals: Parks often serve as venues for community events, festivals, and concerts. These events can draw large crowds, stimulate local businesses, and generate economic activity through ticket sales, vendor participation, and ancillary spending by attendees.
- Health and wellness services: Parks contribute to the overall well-being of a community by providing spaces for physical activity, exercise, and relaxation. This can lead to increased demand for health and wellness services, such as fitness classes, wellness programs, and outdoor recreational equipment rentals.



PARKS, RECREATION AND TRAILS SYSTEM MASTER PLAN

Action Plan



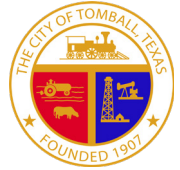
Action Plan - Trail Projects

TRAIL PROJECTS

HARRIS COUNTY			
ACTION STRATEGY	PLAN PAGE	TIME FRAME	POTENTIAL FUNDING SOURCES
Work with Harris County to incorporate sidewalks along Cherry Street & Ulrich Road	92	10 years	Local Government Funds, Grants, and Public-Private Partnerships
Work with Harris County to incorporate sidewalks along Zion Road		10 years	
Work with Harris County to incorporate sidewalks along E. Hufsmith Road		10 years	
Work with Harris County to incorporate sidewalks along Hufsmith-Kohrville Road		10 years	
2920 improvements/ pedestrian sidewalks along Main Street		ONGOING	
Work with Harris County to incorporate sidewalks along Theis Lane		10 years	
Work with Harris County to incorporate sidewalks along Holderrieth Road		10 years	
Work with Harris County to establish connections to the planned greenway trail along Spring Creek to connect Spring Creek Park & Burroughs Park to Tomball		10 years	
Work with Harris County to establish a greenway trail along Willow Creek to connect City Of Tomball Property with Future Harris County Flood Control Projects		10 years	

CITY OF TOMBALL			
ACTION STRATEGY		TIME FRAME	POTENTIAL FUNDING SOURCES
Drainage Channel Trail connection between Zion Road and Baker Dr.	92	10 years	Local Government Funds, Grants, and Public-Private Partnerships
Drainage Channel Trail connection between Centerpoint Easement and Willow Creek		10 years	
Downtown Pedestrian Sidewalk improvements along Epps Street, Kane Street, Houston Street, Market Street, James Street, Pine Street, Alma Street, S. Chesnut Dr. and Lizzie Lane		10 years	

CENTERPOINT EASEMENTS			
ACTION STRATEGY		TIME FRAME	POTENTIAL FUNDING SOURCES
Trail along Centerpoint Easement connecting future Spring Creek Trail with Broussard Park	92	10 years	Local Government Funds, Grants, and Public-Private Partnerships
Trail along both Centerpoint Easements south of James Street		10 years	



Action Plan - Revitalization Projects

REVITALIZATION PROJECTS

These parks are in need of comprehensive restoration, expansion, or strategic site planning to rejuvenate their vitality. Several of these parks host very popular active recreation programs that have outgrown their current space. The goal is to enhance the functionality of these parks, creating spaces that not only promote physical activity and recreational programs but also prioritize the health, safety, and welfare of Tomball's residents. Revitalization park projects encompass intricate challenges that extend beyond surface-level issues, demanding a holistic approach to ensure lasting impact. **It's imperative to address the park as a whole, as merely applying quick fixes would neglect underlying issues and hinder the potential for meaningful transformation.** Engaging the right consultants and experts is essential to formulate strategies that navigate the complexities, fostering a more functional, creative, and re-imagined park. With many existing parks outdated and not aligned with current standards, a comprehensive overhaul allows Tomball to create spaces that meet today's diverse needs.

REVITALIZATION PROJECTS

DEPOT PLAZA PARK

ACTION STRATEGY	PLAN PAGE	TIME FRAME	POTENTIAL FUNDING SOURCES
Hold Focus Group Meetings and Collect Public Input specific to Re-Imagining The Depot	32-35, 84-89	3 years	Local Government Funds, Grants, Public-Private Partnerships, "Friends of" Associations, & Memorial Dedication Program
Develop a Conceptual Design Plan- Explore options		3 years	
Produce Design Development Drawings		5 years	
Produce Construction Drawings		5 years	
Construct a park that incorporates the community's input for amenities, landscaping, infrastructure, and potential future expansions. ~6.5 acres		10 years	

JUERGENS PARK

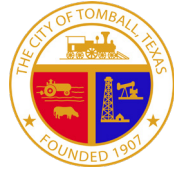
ACTION STRATEGY	PLAN PAGE	TIME FRAME	POTENTIAL FUNDING SOURCES
Develop a Conceptual Design Plan for the Entire Park to be Inclusive	40-43, 79	5 years	Local Government Funds, Grants, Public-Private Partnerships, "Friends of" Associations, & Memorial Dedication Program
Continue Raising Funds for Louie's Playground		1 year	
Produce Design Development Drawings		5 years	
Produce Construction Drawings		5 years	
Construct the park that incorporates the community's input for amenities, landscaping, infrastructure, and potential future expansions. ~10.3 acres		5 years	

WAYNE STOVALL SPORTS COMPLEX

ACTION STRATEGY	PLAN PAGE	TIME FRAME	POTENTIAL FUNDING SOURCES
Develop a Conceptual Design Plan for the Entire Park	52-55, 83	10 years	Local Government Funds, Grants, Public-Private Partnerships, "Friends of" Associations, & Memorial Dedication Program
Develop a Conceptual Design Plan		10 years	
Produce Design Development Drawings		10 years	
Produce Construction Drawings		10 years	
Construct the park that incorporates the community's input for amenities, landscaping, infrastructure, and potential future expansions. ~15 acres		10 years	

BROUSSARD PARK

ACTION STRATEGY	PLAN PAGE	TIME FRAME	POTENTIAL FUNDING SOURCES
Develop Master Plan for a Re-Imagined Program for Broussard Park	28-31, 90	8 years	Local Government Funds, Grants, Public-Private Partnerships, "Friends of" Associations, & Memorial Dedication Program
Develop a Conceptual Design Plan		8 years	
Produce Design Development Drawings		8 years	
Produce Construction Drawings		10 years	
Construct the park that incorporates the community's input for amenities, landscaping, infrastructure, and potential future expansions. ~17 acres		10 years	



Action Plan - Enhancement Projects

ENHANCEMENT PROJECTS

These projects are aimed at ensuring that Tomball parks continue to align with the evolving needs and preferences of the community. The proposed action strategies represent a strategic roadmap to propel these parks forward, enhancing their functionality and appeal without necessitating a full-scale renovation. These action strategies have been formulated through a meticulous process that incorporates both on-site field observations and input gathered from the community.

ENHANCEMENT PROJECTS

JERRY MATHESON PARK

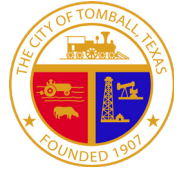
ACTION STRATEGY	PLAN PAGE	TIME FRAME	SOURCES
Pedestrian Connectivity Improvement	36-39,79	3 years	Local Government Funds, Grants, Public-Private Partnerships, "Friends of" Associations, & Memorial Dedication Program
Integration with Future Trail System		5 years	
Site Furnishings Upgrade		Ongoing	
Restroom Facility Enhancement		5 years	
Signage Modernization		5 years	
Memorial Garden Redevelopment		3 years	
Pool Facility Enhancement		1 year	
Baseball Field Improvements		1 year	
Playground Shade		2 years	
Implement Master Plan by White Oak Studio		Ongoing	

MARTIN LUTHER KING JR. PARK

ACTION STRATEGY	PLAN PAGE	TIME FRAME	SOURCES
Basketball Court Surface Improvement	44-47,81	2 years	Local Government Funds, Grants, Public-Private Partnerships, "Friends of" Associations, & Memorial Dedication Program
Covered Structure Maintenance		Ongoing	
Restroom Facility Renovation		5 years	
Perimeter Fence Upgrade		5 years	
Playground Replacement and Fall Surfacing Repair		1 year	
Site Furniture Replacement		Ongoing	
Pedestrian Access and Bike Parking		8 years	
Outdoor Gaming Features Addition		3 years	
Integration with Future Trail System		10 years	

THEIS ATTAWAY NATURE CENTER

ACTION STRATEGY	PLAN PAGE	TIME FRAME	SOURCES
Parking and Vehicular Circulation Improvement	48-51,80	Ongoing	Local Government Funds, Grants, Public-Private Partnerships, "Friends of" Associations, & Memorial Dedication Program
Restroom Facility Redesign and Update		10 years	
Walking Trail Rehabilitation		Ongoing	
Fishing Pier Updates & Maintenance		Ongoing	
Park Signage Upgrade		5 years	
Site Furnishing Replacement		Ongoing	
Improving Visibility Across the Park		Ongoing	
Outdoor Classroom Renovation		4 years	
Naturalized Area Restoration		Ongoing	
Certified Arborist Assessment		2 years	
Sidewalk/Trail Connection to Theis Lane		10 years	



Action Plan - New Projects

NEW PROJECTS

As cities grow, expanding park space helps address the increased demand for recreational opportunities. For example, youth sports organizations in Tomball are witnessing a surge in participation, resulting in a scarcity of field space and has led to operational challenges. To ensure Tomball remains a vibrant, desirable, and healthy place to reside, the expansion of greenspace is crucial.

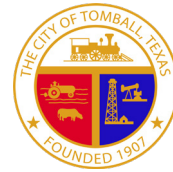
NEW PROJECTS

EXPLORE OPTIONS FOR C.O.T. PROPERTY NORTH OF WAYNE STOVALL

ACTION STRATEGY	PLAN PAGE	TIME FRAME	POTENTIAL FUNDING SOURCES
Land Negotiations and Acquisition: This property still has several parcels that are not owned by the city. Initiate negotiations with landowners to acquire the remaining parcels of land or consider selling this property.	83	Ongoing	Local Government Funds, Grants, Public-Private Partnerships, "Friends of" Associations, & Memorial Dedication Program
While the property is not currently being utilized, explore the option to create a tree farm to grow out trees for future park needs, downtown tree canopy, or as a revenue source to sell off trees to local developers. This space if planned properly can also be used as a parking lot for festival and event parking.		3 years	
Master Planning: Develop a master plan for the new park that incorporates the community's input and outlines the park's layout, amenities, landscaping, infrastructure, and potential future expansions. This property would be a potential location for expansion for baseball or soccer fields		Ongoing	

EXPLORE OPTIONS FOR C.O.T. PROPERTY ON LIZZIE LANE

ACTION STRATEGY	PLAN PAGE	TIME FRAME	POTENTIAL FUNDING SOURCES
Master Planning: Develop a master plan for the new park that incorporates the community's input and outlines the park's layout, amenities, landscaping, infrastructure, and potential future expansions.		3 years	Local Government Funds, Grants, Public-Private Partnerships, "Friends of" Associations, & Memorial Dedication Program



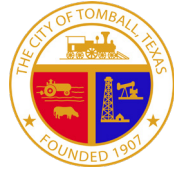
Action Plan - New Projects

NEW PROJECTS

As cities grow, expanding park space helps address the increased demand for recreational opportunities. For example, youth sports organizations in Tomball are witnessing a surge in participation, resulting in a scarcity of field space and has led to operational challenges. To ensure Tomball remains a vibrant, desirable, and healthy place to reside, the expansion of greenspace is crucial.

ACQUIRE NEW PARK PROPERTY ON THE SOUTH SIDE OF HOLDERRIETH ROAD

ACTION STRATEGY	PLAN PAGE	TIME FRAME	POTENTIAL FUNDING SOURCES
Site Inventory and Evaluation: Evaluate potential parcels of land to assess their size, topography, existing infrastructure, and natural features. Consider factors such as soil quality, drainage, and ecological value to ensure the viability of a new park site.	103	Ongoing	Public-Private Partnerships, Local Government Funds, Grants, & Park Dedication & Development Fees
Strategic Partnerships: Collaborate with local governments, land trusts, non-profit organizations, private sports leagues, and developers to explore opportunities for acquiring land for parks through partnerships, joint ventures, or land donations.		Ongoing	
Budgeting and Funding Strategies: Develop a comprehensive budget that includes land acquisition costs, design, development, and ongoing maintenance expenses. Explore funding options such as public-private partnerships with sports organizations, park bonds, grants, impact fees, and community fundraising efforts.		Ongoing	
Land Negotiations and Acquisition: Initiate negotiations with landowners and sellers to acquire the identified parcels of land. Consider both direct purchases and potential land exchanges to secure suitable park sites.		Ongoing	
Master Planning: Develop a master plan for the new park that incorporates the community's input and outlines the park's layout, amenities, landscaping, infrastructure, and potential future expansions.		Ongoing	



Action Plan - New Projects

NEW PROJECTS

As cities grow, expanding park space helps address the increased demand for recreational opportunities. For example, youth sports organizations in Tomball are witnessing a surge in participation, resulting in a scarcity of field space and has led to operational challenges. To ensure Tomball remains a vibrant, desirable, and healthy place to reside, the expansion of greenspace is crucial.

ACQUIRE NEW PARK PROPERTY ON WEST SIDE OF TOMBALL

ACTION STRATEGY		TIME FRAME	POTENTIAL FUNDING SOURCES
Site Inventory and Evaluation: Evaluate potential parcels of land to assess their size, topography, existing infrastructure, and natural features. Consider factors such as soil quality, drainage, and ecological value to ensure the viability of the new park site.	103	Ongoing	Local Government Funds, Grants, Public-Private Partnerships, & Park Dedication & Development Fees
Strategic Partnerships: Collaborate with local governments, land trusts, non-profit organizations, and developers to explore opportunities for acquiring land for parks through partnerships, joint ventures, or land donations.		Ongoing	
Budgeting and Funding Strategies: Develop a comprehensive budget that includes land acquisition costs, design, development, and ongoing maintenance expenses. Explore funding options such as grants, public-private partnerships, impact fees, and community fundraising efforts.		Ongoing	
Land Negotiations and Acquisition: Initiate negotiations with landowners and sellers to acquire the identified parcels of land. Consider both direct purchases and potential land exchanges to secure suitable park sites.		Ongoing	
Master Planning: Develop a master plan for the new park that incorporates the community's input and outlines the park's layout, amenities, landscaping, infrastructure, and potential future expansions.		Ongoing	

COMMUNITY GARDEN

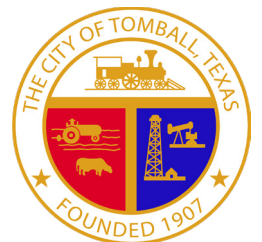
ACTION STRATEGY		TIME FRAME	POTENTIAL FUNDING SOURCES
Explore opportunities for a community garden near downtown. This could be a resource and benefit as a resource for the Tomball Farmers Market	103	8 years	Local Government Funds, Grants, Public-Private Partnerships, & Park Dedication & Development Fees

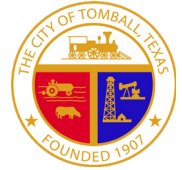
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PARKS, RECREATION AND TRAILS SYSTEM MASTER PLAN

Community Involvement & Funding





Potential Funding Sources

There are several potential funding sources that Tomball could explore for building new parks or improving existing ones. Some common funding sources include:

Local Government Funds: Cities can allocate funds from their own budgets for park development and improvement projects. This may involve dedicating a portion of property taxes, sales taxes, or other local revenue streams specifically for parks and recreational facilities.

Grants: The state of Texas offers various grant programs that cities can apply for to fund park projects. For example, the Texas Parks and Wildlife Department (TPWD) provides grants through programs like the Local Park Grant Program and the Urban Outdoor Recreation Grant Program.

Public-Private Partnerships: Cities can form partnerships with private entities, non-profit organizations, or foundations to secure funding for park projects. These partnerships may involve financial contributions, sponsorships, or in-kind donations from private stakeholders invested in promoting community well-being and environmental initiatives.

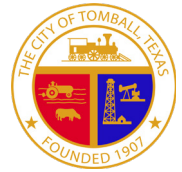
Other partnerships with Harris County, Harris County Flood Control District, and Centerpoint will be extremely important when implementing trails.

Bond Issuance: Cities can issue bonds to finance park projects. By issuing municipal bonds, cities can generate upfront capital to invest in park infrastructure and pay back the debt over time using future revenue streams or tax revenue.

Park Dedication & Development Fees: Cities can impose fees on new developments to fund park improvements. These fees are charged to developers and are intended to offset the impact of new developments on public amenities, such as parks and recreation facilities.

"Friends Of" Associations: "Friends of" organizations for parks are nonprofit volunteer groups that are dedicated to supporting and advocating for a specific park or group of parks. These organizations work in partnership with park management and local authorities to enhance, preserve, and promote the park's resources and recreational opportunities.

It's important for cities to research and explore a combination of funding sources that align with their specific needs and priorities. Additionally, leveraging multiple funding streams and engaging in community partnerships can enhance the financial feasibility of park projects and help ensure their successful implementation.



Memorial Donation Program

MEMORIAL PROGRAM APPLICATION

○ **MEMORIAL BENCH - \$2,500.00**

This includes bench, concrete base, plaque and installation. City staff will work with donor on location options.

○ **MEMORIAL TREE - \$600**

Memorial trees purchased will be planted at a location determined by the donor and City staff. This includes a plaque and tree installation. For plaque inscription, please see below.

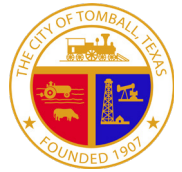
○ **MEMORIAL BRICKS - \$400**

For inscription, please see below.

- Jerry Matheson Park
- Jeurgens Park
- Theis Park
- MLK Jr. Park
- The Depot Park

Purchaser's Name:	Date of Purchase:
Purchaser's Phone Number:	Purchaser's Email Address:
Bench Purchase-Suggested Location:	Tree Purchase-Suggested Location:
Brick Purchase-Location:	Plaque/Brick Wording – 2 lines of up to 14 characters each line (including spaces): Line 1) Line 2)

For a more detailed description, please feel free to include below:



Tomball Legacy Fund

The Tomball Legacy Fund, Inc. is a 501(c)3 organization, created by the City of Tomball in 2014 to allow the City to receive private and corporate grant funds to supplement the City's ability to fund various programs, projects, and community events.

<https://tomballtx.gov/538/Tomball-Legacy-Fund-Inc>

Tomball Legacy Fund

Choose amount

One-time
Monthly
Annually

\$ 10
\$ 25
\$ 50

\$ Custom Amount

Designation
Choose one

☐ Write us a comment

Next →

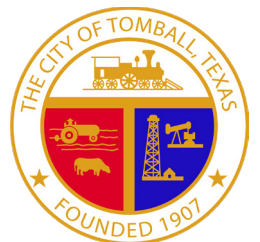
Powered by Donorbox

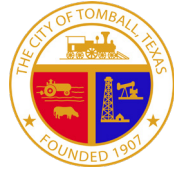




PARKS, RECREATION AND TRAILS SYSTEM MASTER PLAN

Appendices





Public Survey Questionnaire

TOMBALL MASTER PLAN FOR PARKS, TRAILS & RECREATION FACILITIES QUESTIONNAIRE

Do you support the idea of enhancing or improving City of Tomball Parks, Trails, and Recreational Facilities?

- ☐ Yes
- ☐ No

Do you feel that there is a need for additional park amenities in Tomball?

- ☐ Yes
- ☐ No

What is your age range?

- ☐ Under 25 years old
- ☐ 25-34 years old
- ☐ 35-44 years old
- ☐ 45-54 years old
- ☐ 55-64 years old
- ☐ 65+ years old

How often do you visit or utilize City of Tomball Parks?

- ☐ More than once a week
- ☐ Once a week
- ☐ 1-3 times a month
- ☐ 2-10 times a year
- ☐ Once a year or less

Which parks do you frequent most? (Select all that apply)

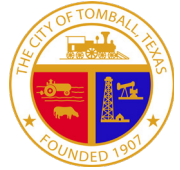
- ☐ Railroad Depot
- ☐ Broussard Community Park
- ☐ Jerry Matheson Park
- ☐ Juergens Park
- ☐ Martin Luther King Jr. Park
- ☐ Theis Attaway Nature Center
- ☐ Wayne Stovall Sports Complex (Tomball Little League Fields)

Are there any parks listed that you have never visited? (Select all that apply)

- ☐ Railroad Depot
- ☐ Broussard Community Park
- ☐ Jerry Matheson Park
- ☐ Juergens Park
- ☐ Martin Luther King Jr. Park
- ☐ Theis Attaway Nature Center
- ☐ Wayne Stovall Sports Complex (Tomball Little League Fields)

What time of day do you typically utilize City of Tomball Parks and Recreational facilities? (Select all that apply)

- ☐ Morning (dawn-11:00)
- ☐ Mid-day (11:00-1:00)
- ☐ Late Afternoon (2:00-5:00)
- ☐ Evening (5:00-dusk)
- ☐ After dusk



Public Survey Questionnaire

TOMBALL MASTER PLAN FOR PARKS, TRAILS & RECREATION FACILITIES QUESTIONNAIRE

How long is your typical visit to a City of Tomball Park?

- ☐ 30 minutes or less
- ☐ 45 minutes - 1.5 hours
- ☐ 2+ or more hours

What are some amenities within the current City of Tomball Parks that you would like to see improved? (Select all that apply)

- ☐ Walking Trails
- ☐ Playgrounds
- ☐ Sports Fields
- ☐ Pavilions
- ☐ Picnic Areas
- ☐ Water Play/ Splashpad
- ☐ Tennis Courts
- ☐ Pickleball Courts
- ☐ Ponds
- ☐ Other

What activities, amenities or facilities do you and your family use the most at any of the listed City of Tomball Parks?

Are you in support of a new park?

- ☐ Yes
- ☐ No

Do you have children or grandchildren involved in sport organizations in Tomball?

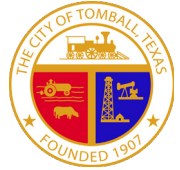
- ☐ Yes
- ☐ No

Do you have children? What age range? (Select all that apply)

- ☐ Newborn - 4 years
- ☐ 5 years - 12 years
- ☐ 13 years - 18 years

How long have you lived in Tomball?

- ☐ Less than 2 Years
- ☐ 2-5 Years
- ☐ 6-10 Years
- ☐ 11-20 Years
- ☐ 20+ Years
- ☐ I do not live in Tomball



Additional Comments from Public Survey

**"We love Tomball!!
Thank you!"**

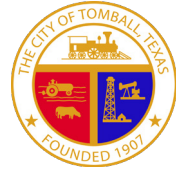
**"I love the small
town feel of the
current parks."**

**"Best town in the
world. Deserves the
best parks in the
world!"**

**"I love the small town
atmosphere of Tomball Texas.
I like the Farmers Market and all
the festivals. Tomball is a unique
place to live."**

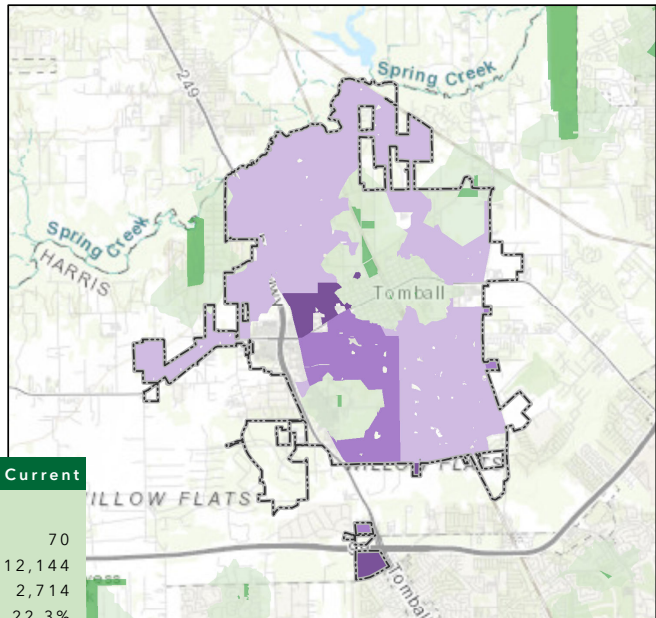
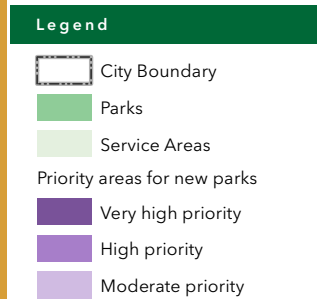
**"Very excited to see
that the city is reaching
out to see what the
community wants!"**





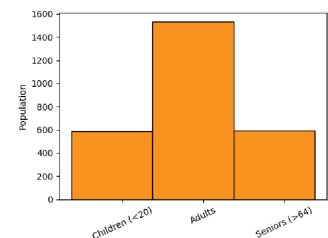
Trust for Public Land Parkserve Data City Level Report - Tomball, TX

The Trust for Public Land Parkserve Data is useful for a variety of purposes. It helps city officials, planners, and community organizations understand the current state of parks and recreational spaces within a specific area, including details about park acreage, proximity to residents, and available amenities. This data can inform decision-making processes related to park development, conservation efforts, equitable distribution of green spaces, and identifying areas in need of improvement or expansion. Additionally, the data can be used to advocate for funding and support for parks and outdoor recreation initiatives.



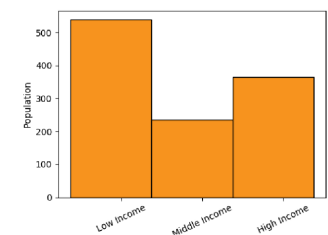
City Statistics	Current
City: Tomball, TX	
Park Acres	70
Total Population	12,144
Served Population	2,714
Percent Served	22.3%

Age	Served
Children (less than age 20)	586
Adults (age 20 to age 64)	1,534
Seniors (age 65 and up)	593



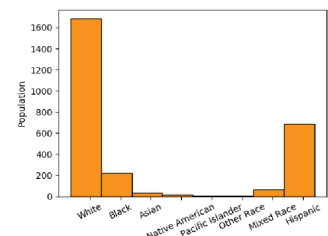
Households by Income	Served
Low income	539
Middle income	236
High income	365

(Generated From Regional Median Incomes)



Race/Ethnicity	Served
White*	1,685
Black*	220
Asian*	36
Native American*	13
Pacific Islander*	3
Other Race*	5
Mixed Race*	62
Hispanic	689

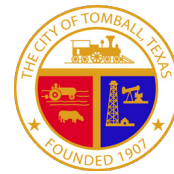
* Excludes those that report Hispanic origin (which is captured separately from race by the U.S. Census)



Demographic information is derived from ESRI 2021 Demographic Forecast Block Groups d.

This report was created on January 9, 2023 using the ParkServe® interactive mapping site. It is for informational purposes only. The providers of this report disclaim any and all warranties, express or implied, including fitness for a particular purpose or merchantability, and make no representation that the report is complete, accurate, or error free. Use and reliance on this report is at the sole risk of the party using same.

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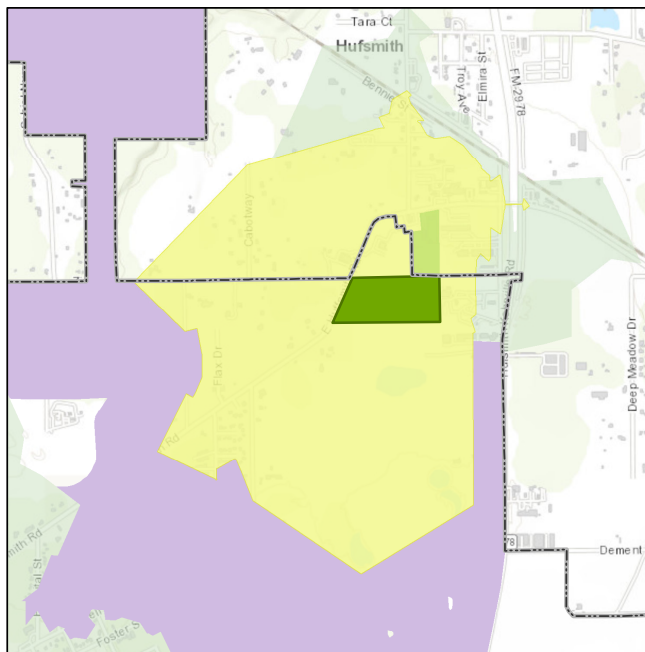


Trust for Public Land Parkserve Data

Broussard Park Report

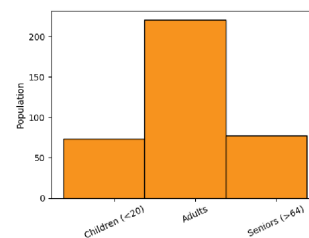
Legend

- City Boundary
- Selected Park
- Selected Service Area
- Parks
- Service Areas
- Priority areas for new parks
 - Very high priority
 - High priority
 - Moderate priority



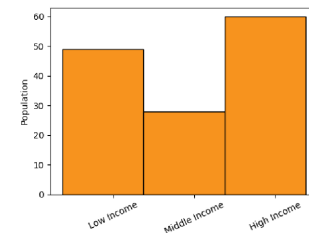
Population	Served
Total Population	370

Age	Served
Children (less than age 20)	73
Adults (age 20 to age 64)	221
Seniors (age 65 and up)	77



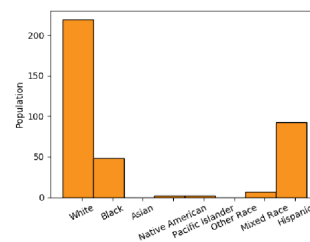
Households by Income	Served
Low income	49
Middle income	28
High income	60

(Generated From Regional Median Incomes)



Race/Ethnicity	Served
White*	219
Black*	48
Asian*	0
Native American*	2
Pacific Islander*	2
Other Race*	0
Mixed Race*	7
Hispanic	92

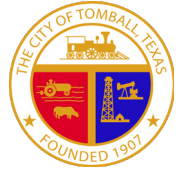
* Excludes those that report Hispanic origin (which is captured separately from race by the U.S. Census)



Demographic information is derived from ESRI 2021 Demographic Forecast Block Groups d.

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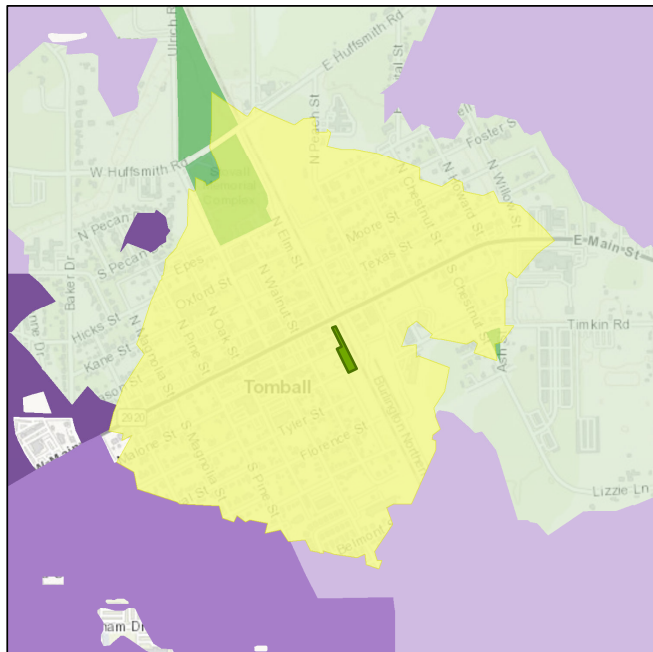


Trust for Public Land Parkserve Data

Depot Plaza Report

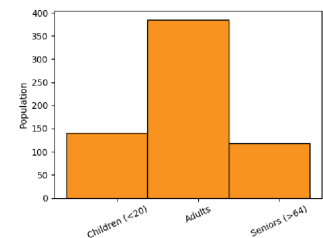
Legend

- City Boundary
- Selected Park
- Selected Service Area
- Parks
- Service Areas
- Priority areas for new parks
 - Very high priority
 - High priority
 - Moderate priority



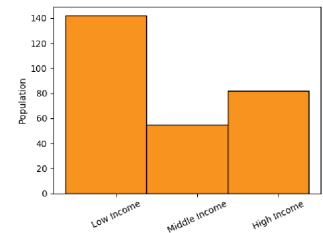
Population	Served
Total Population	642

Age	Served
Children (less than age 20)	140
Adults (age 20 to age 64)	385
Seniors (age 65 and up)	118



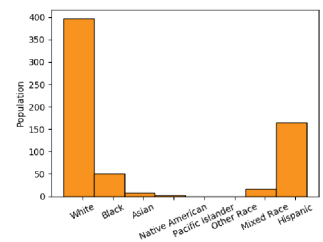
Households by Income	Served
Low income	142
Middle income	55
High income	82

(Generated From Regional Median Incomes)



Race/Ethnicity	Served
White*	397
Black*	50
Asian*	8
Native American*	2
Pacific Islander*	0
Other Race*	0
Mixed Race*	16
Hispanic	164

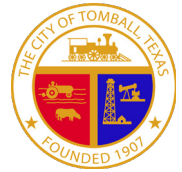
* Excludes those that report Hispanic origin (which is captured separately from race by the U.S. Census)



Demographic information is derived from ESRI 2021 Demographic Forecast Block Groups d

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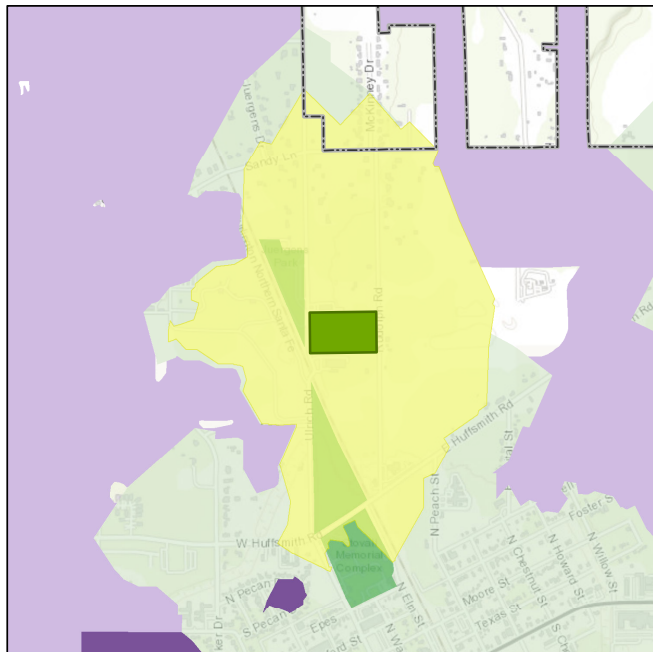


Trust for Public Land Parkserve Data

Jerry Matheson Park Report

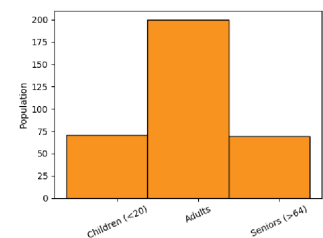
Legend

- City Boundary
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- Priority areas for new parks
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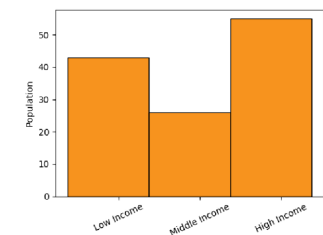
Population	Served
Total Population	342

Age	Served
Children (less than age 20)	71
Adults (age 20 to age 64)	200
Seniors (age 65 and up)	69



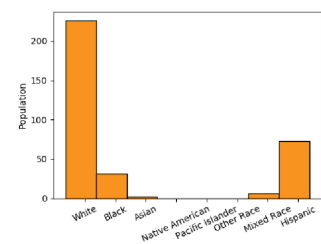
Households by Income	Served
Low income	43
Middle income	26
High income	55

(Generated From Regional Median Incomes)



Race/Ethnicity	Served
White*	226
Black*	31
Asian*	2
Native American*	0
Pacific Islander*	0
Other Race*	0
Mixed Race*	6
Hispanic	73

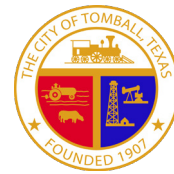
* Excludes those that report Hispanic origin (which is captured separately from race by the U.S. Census)



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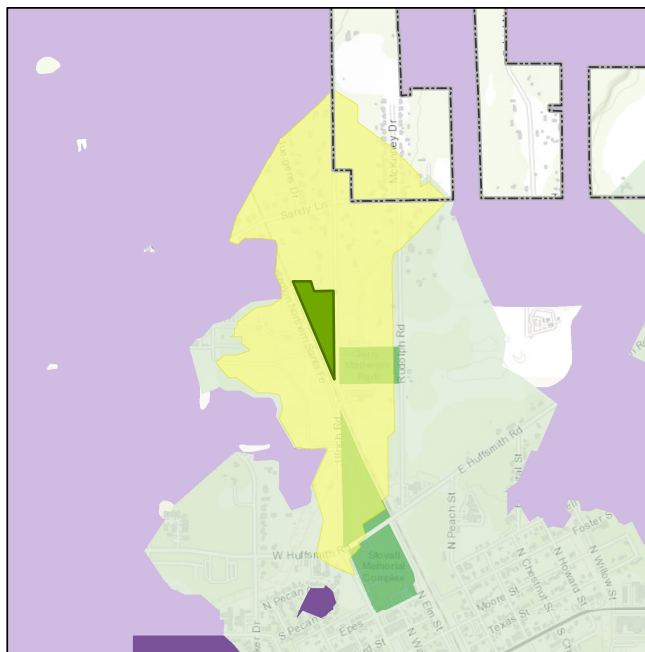


Trust for Public Land Parkserve Data

Juergens Park Report

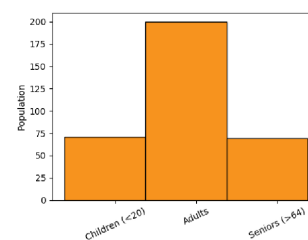
Legend

- City Boundary
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- Selected Service Area
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 - High priority
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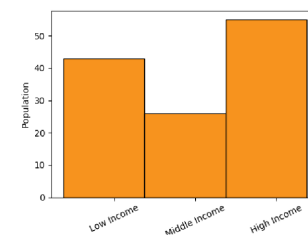
Population	Served
Total Population	342

Age	Served
Children (less than age 20)	71
Adults (age 20 to age 64)	200
Seniors (age 65 and up)	69



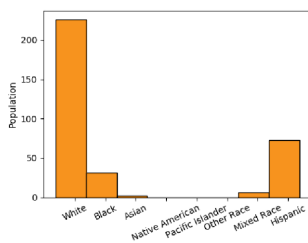
Households by Income	Served
Low income	43
Middle income	26
High income	55

(Generated From Regional Median Incomes)



Race/Ethnicity	Served
White*	226
Black*	31
Asian*	2
Native American*	0
Pacific Islander*	0
Other Race*	0
Mixed Race*	6
Hispanic	73

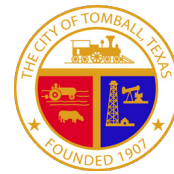
* Excludes those that report Hispanic origin (which is captured separately from race by the U.S. Census)



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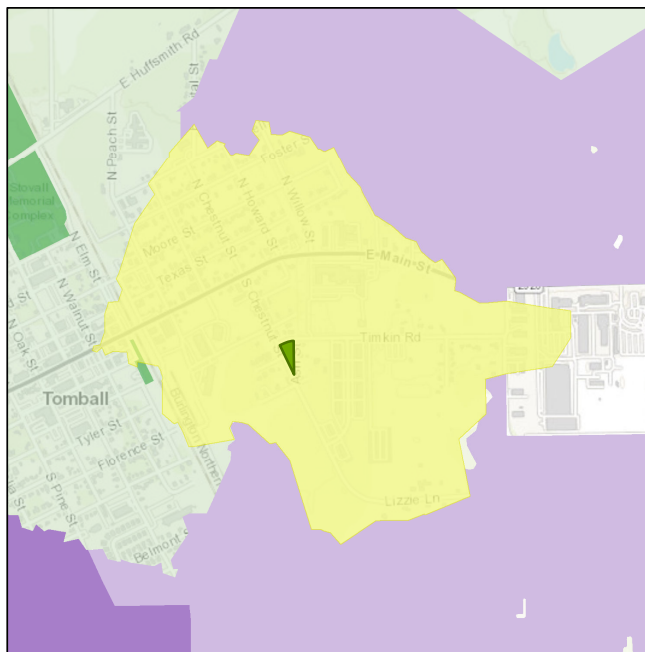


Trust for Public Land Parkserve Data

Martin Luther King Jr. Park Report

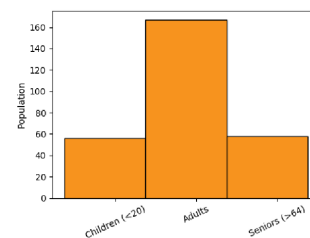
Legend

- City Boundary
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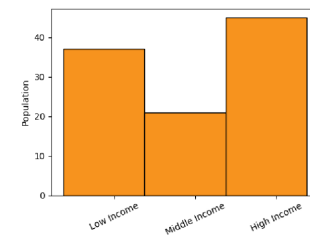
Population	Served
Total Population	281

Age	Served
Children (less than age 20)	56
Adults (age 20 to age 64)	167
Seniors (age 65 and up)	58



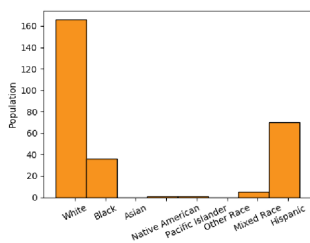
Households by Income	Served
Low income	37
Middle income	21
High income	45

(Generated From Regional Median Incomes)



Race/Ethnicity	Served
White*	166
Black*	36
Asian*	0
Native American*	1
Pacific Islander*	1
Other Race*	0
Mixed Race*	5
Hispanic	70

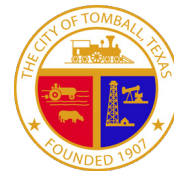
* Excludes those that report Hispanic origin (which is captured separately from race by the U.S. Census)



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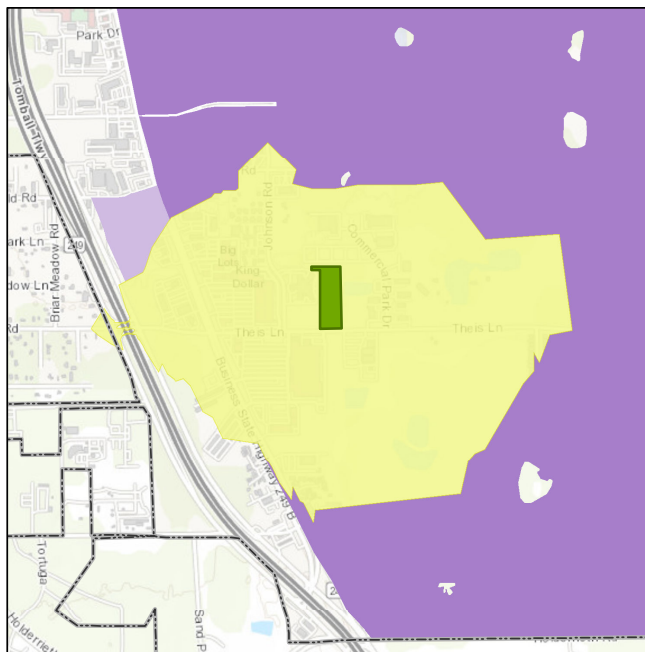


Trust for Public Land Parkserve Data

Theis Attaway Nature Park Report

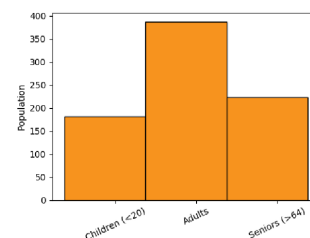
Legend

- City Boundary
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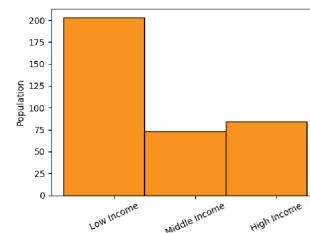
Population	Served
Total Population	791

Age	Served
Children (less than age 20)	181
Adults (age 20 to age 64)	387
Seniors (age 65 and up)	223



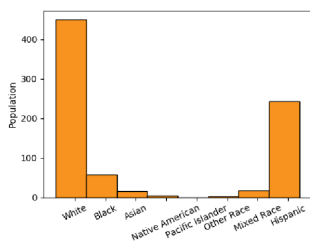
Households by Income	Served
Low income	203
Middle income	73
High income	84

(Generated From Regional Median Incomes)



Race/Ethnicity	Served
White*	450
Black*	58
Asian*	15
Native American*	4
Pacific Islander*	0
Other Race*	3
Mixed Race*	17
Hispanic	243

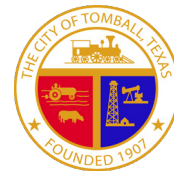
* Excludes those that report Hispanic origin (which is captured separately from race by the U.S. Census)



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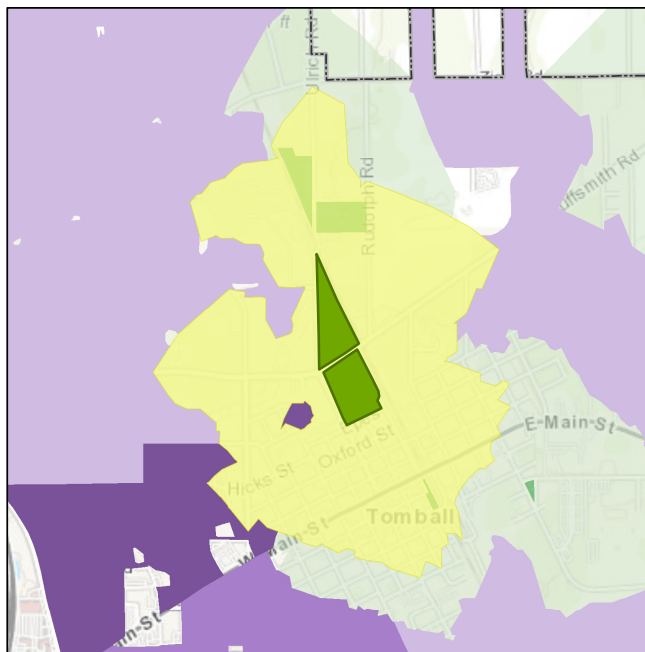


Trust for Public Land Parkserve Data

Wayne Stovall Sports Complex Report

Legend

- City Boundary
- Selected Park
- Selected Service Area
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 - Very high priority
 - High priority
 - Moderate priority



Population

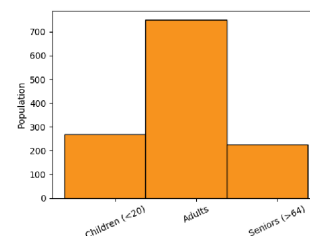
Served

Total Population	1,245
------------------	-------

Age

Served

Children (less than age 20)	267
Adults (age 20 to age 64)	751
Seniors (age 65 and up)	225

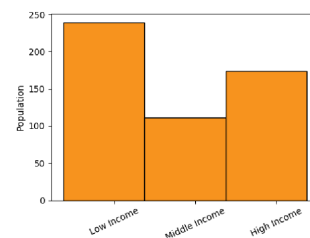


Households by Income

Served

Low income	239
Middle income	111
High income	174

(Generated From Regional Median Incomes)

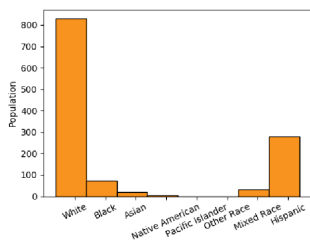


Race/Ethnicity

Served

White*	830
Black*	74
Asian*	19
Native American*	5
Pacific Islander*	0
Other Race*	0
Mixed Race*	32
Hispanic	279

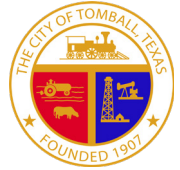
* Excludes those that report Hispanic origin (which is captured separately from race by the U.S. Census)



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Action Plan- With Costs

NEW PROJECTS

EXPLORE OPTIONS FOR C.O.T. PROPERTY NORTH OF WAYNE STOVALL	\$ 10,400,000.00
AQUIRE NEW PARK PROPERTY ON THE SOUTH SIDE OF HOLDERRIETH ROAD	\$ 48,750,000.00
AQUIRE NEW PARK PROPERTY ON WEST SIDE OF TOMBALL	\$ 4,800,000.00

REVITALIZATION PROJECTS

DEPOT PLAZA PARK	\$ 10,800,000.00
JUERGENS PARK	\$ 6,655,000.00
WAYNE STOVALL SPORTS COMPLEX	\$ 12,750,000.00
BROUSSARD PARK	\$ 11,500,000.00

ENHANCEMENT PROJECTS

JERRY MATHESON PARK				\$ 1,020,000.00	
ACTION STRATEGY			PLAN PAGE	TIME FRAME	POTENTIAL FUNDING SOURCES
Pedestrian Connectivity Improvement	36-39,79	3 years	\$ 75,000.00	Local Government Funds, Grants, Public-Private Partnerships, "Friends of" Associations, & Memorial Dedication Program	
Integration with Future Trail System		5 years			
Site Furnishings Upgrade		Ongoing	\$ 55,000.00		
Restroom Facility Enhancement		5 years	\$ 150,000.00		
Signage Modernization		5 years	\$ 30,000.00		
Memorial Garden Redevelopment		3 years	\$ 25,000.00		
Pool Facility Enhancement		1 year	\$ 250,000.00		
Baseball Field Improvements		1 year	\$ 85,000.00		
Playground Shade		2 years	\$ 100,000.00		
Implement Master Plan by White Oak Studio		Ongoing	\$ 250,000.00		
MARTIN LUTHER KING JR. PARK				\$ 700,000.00	
ACTION STRATEGY			PLAN PAGE	TIME FRAME	POTENTIAL FUNDING SOURCES
Basketball Court Surface Improvement	44-47,81	2 years	\$ 50,000.00	Local Government Funds, Grants, Public-Private Partnerships, "Friends of" Associations, & Memorial Dedication Program	
Covered Structure Maintenance		Ongoing	\$ 15,000.00		
Restroom Facility Renovation		5 years	\$ 250,000.00		
Perimeter Fence Upgrade		5 years	\$ 60,000.00		
Playground Replacement and Fall Surfacing Repair		1 year	\$ 100,000.00		
Site Furniture Replacement		Ongoing	\$ 25,000.00		
Pedestrian Access and Bike Parking		8 years	\$ 175,000.00		
Outdoor Gaming Features Addition		3 years	\$ 25,000.00		
Integration with Future Trail System		10 years			
THEIS ATTAWAY NATURE CENTER					\$ 802,500.00
ACTION STRATEGY			PLAN PAGE	TIME FRAME	SOURCES
Parking and Vehicular Circulation Improvement	48-51,80	Ongoing	\$ 75,000.00	Local Government Funds, Grants, Public-Private Partnerships, "Friends of" Associations, & Memorial Dedication Program	
Restroom Facility Redesign and Update		10 years	\$ 250,000.00		
Walking Trail Rehabilitation		Ongoing	\$ 100,000.00		
Fishing Pier Updates & Maintenance		Ongoing	\$ 25,000.00		
Park Signage Upgrade		5 years	\$ 25,000.00		
Site Furnishing Replacement		Ongoing			
Improving Visibility Across the Park		Ongoing	\$ 75,000.00		
Outdoor Classroom Renovation		4 years	\$ 180,000.00		
Naturalized Area Restoration		Ongoing	\$ 50,000.00		
Certified Arborist Assessment		2 years	\$ 15,000.00		
Sidewalk/Trail Connection to Theis Lane		10 years	\$ 7,500.00		

TOMBALL PARKS



EXPLORE • PLAY • CONNECT

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 4, 2024

Topic:

Authorize the City Manager to execute a Permanent Easement Agreement for the required easement necessary for the construction of the Grand Parkway Natural Gas Gate.

Background:

This item authorizes the City Manager to execute a Permanent Easement Agreement dedicated by A-K 133 HWY-249 - Grand Parkway, L.P. (Grand Parkway Town Center) to the City of Tomball and Kinder Morgan Tejas Pipeline, LLC. for the construction of the Grand Parkway Natural Gas Gate and required interconnect.

Origination: Project Management

Recommendation:

Staff recommends authorizing the City Manager to execute a Permanent Easement Agreement for the required easement necessary for the construction of the Grand Parkway Natural Gas Gate.

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	<u>Drew Huffman</u>	Approved by	_____
	Staff Member		City Manager
	Date		Date

PERMANENT EASEMENT AGREEMENT

the initial construction of the Pipeline facilities, Grantee shall, upon written request from Grantor, prepare or cause to be prepared a metes and bounds description of the Primary Portion (the "Initial Legal Description") and submit the Initial Legal Description to Grantor for its approval, which approval shall not be unreasonably withheld, conditioned or delayed. Upon approval of the Initial Legal Description by Grantor, Grantor and Grantee shall execute an amendment to this Agreement setting forth the legal description of the Primary Portion, which amendment shall be recorded in the Official Public Records of Harris County, Texas.

2. The right to use the Permanent Easement shall belong to Grantee, its agents, employees, designees, contractors, guests, invitees, successors and assigns and all those acting by or on behalf of Grantee for the purposes established herein. Grantee shall have the right, without paying damages to Grantor, to cut, mow, and/or trim or cut down or eliminate all trees, brush, undergrowth, plantings, invasive plants or noxious weeds from the Permanent Easement. Thereafter, Grantee shall have the right, without paying damages to Grantor, to re-clear the Permanent Easement, including removing trees, brush, and any other obstructions, including removing or preventing the construction of any and all buildings, structures, reservoirs or other obstructions that, in Grantee's sole judgment, may endanger or interfere with Grantee's use of the Permanent Easement or the exercise of its rights granted herein.

3. Grantor shall have no duty or obligation to make any improvements to the Permanent Easement or to maintain or repair any facilities, lines, equipment and improvements, including related appurtenances, which now or hereafter exist within the Permanent Easement. Grantor, for itself and its successors and assigns, reserves all use of, and any and all other rights in and to, the Secondary Portion of the Permanent Easement for any and all purposes not inconsistent with Grantee's use and enjoyment of the Permanent Easement for the purposes herein conveyed, including without limitation, the right to grant utility and other easements to others in, on, under and across the Grantor's Lands and Permanent Easement, to pave over the Easement Area and to use the surface for parking or driveways, and otherwise use the surface of the Permanent Easement. Notwithstanding the foregoing, Grantor shall not conduct any of the following activities on the Permanent Easement, while in effect: (1) construct any temporary or permanent building, site improvements, or other obstructions of and kind whatsoever, including houses, buildings, dams, levees, lakes, reservoirs, ponds, trenches or canals; (2) drill or operate any well, but a well can be directionally drilled under the Permanent Easement; (3) excavate, change the grade, reduce the depth of cover, or slope the Permanent Easement (except that Grantor may maintain any currently-existing roads and make other minor grading/fill adjustments consistent with yard surfacing, so long as such use does not unreasonably interfere with Grantee's use and enjoyment of the Permanent Easement for the purposes conveyed herein); or (4) impound surface water on the Permanent Easement. Anything else herein to the contrary notwithstanding, Grantor reserves the right to cross said Permanent Easement with oil and/or natural gas transmission pipelines subject to conformance with applicable legal restrictions and requirements.

4. Grantee agrees that the Pipelines and all necessary or desirable above- and below-ground appliances, appurtenances, fixtures, and equipment will be constructed to meet or exceed the US Department of Transportation's ("DOT") depth of cover requirements for the type of pipeline facilities being installed. Grantor shall not reduce the cover over the pipelines at any time, increase or decrease the elevation of the earth within the Permanent Easement, or allow the reduction of such cover by any third-party including Grantor or any third party without Grantee's prior written consent.

5. After the completion and installation of the Pipelines, Grantee shall have the right to mark the location of its Pipelines with permanent above-ground markers in accordance with any applicable federal or state law, rules, regulations or administrative or judicial orders and install cathodic protection units, cathodic test leads, and other cathodic protection appurtenances, including but not limited to alternating current mitigation equipment, rectifiers, electric lines, electric meters, anodes, wires, poles, grounds beds, fencing, or any other appurtenances necessary for cathodic protection or corrosion control as determined by Grantee in its sole discretion.

6. Upon completion of the initial construction of the Pipeline facilities, Grantee shall restore the Permanent Easement to its original or better condition to the extent reasonably practicable. Thereafter, Grantee shall restore the surface of the Secondary Portion of the Permanent Easement, as nearly as practicable and permissible, to its prior condition and contour following any disturbance occasioned by construction, use or operation of the Permanent Easement by Grantee commensurate with Grantee's use and enjoyment of the Permanent Easement for the purposes granted herein. Without limiting the foregoing, upon completion of such final construction of the Pipeline facilities, Grantee shall cause all surplus material, equipment, skids, trash, litter, and miscellaneous debris brought onto the Permanent Easement by Grantee or Grantee's agents during construction to be removed and properly disposed of off of the Grantor's Lands during final cleanup and restoration. Grantee shall maintain the Permanent Easement to ensure the surface condition of the Primary Portion of the Permanent Easement is being maintained, as near as practicable, to a similar condition that existed prior to construction or, in the case of the Primary Portion, in the condition

that existed immediately following completion of the initial construction of the Pipeline facilities in accordance with the terms hereof. In the event Grantee performs any boring operations on the Permanent Easement which result in excess spoil, Grantee agrees to remove such excess spoil and dispose of such spoil off of Grantor's Lands.

7. Grantor reserves all oil, gas and minerals on and under the Permanent Easement and the right to cultivate, farm, graze, and otherwise fully use and enjoy said lands, provided, however, Grantor, its successors, heirs or assigns, shall not hinder, conflict, or interfere with Grantee's surface or subsurface rights hereunder, or otherwise interfere with Grantee's use and enjoyment of the Permanent Easement for the purposes sought herein. Grantor shall not plant trees, including trees considered as a growing crop, on the Permanent Easement. Grantor shall neither construct, nor permit to be constructed, any houses, buildings, roads, dams, levees, lakes, reservoirs, ponds, structures, fixtures, or any similar or dissimilar obstructions on or over the Permanent Easement, or any part thereof, without the prior written consent of Grantee, its successors or assigns. No excavation, change of grade, or water impoundment may be made on and no structure shall be erected or placed on the Permanent Easement.

8. The consideration paid by Grantee in this Agreement includes the market value of the Permanent Easement and any and all damages to Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's Lands within the Permanent Easement during initial construction of the Pipeline, but does not cover any damages which may accrue from time to time to Grantor's other lands or the Permanent Easement by reason of operations, maintenance, repair, inspection, alteration and improvement of the Pipeline and necessary or desirable above- and below-ground appliances, appurtenances, fixtures, and equipment. In addition to the consideration paid for the Permanent Easement, Grantee agrees to pay Grantor for any and all reasonable physical damages, including but not limited to growing crops, pasture and fences that arise from Grantee's acts or omissions in the use of or Grantee's ongoing operation activities on the Permanent Easement. It is agreed that any payment due hereunder may be made directly to Grantor, or any one of them as directed in writing.

9. This grant shall include, without limitation, Grantee's agents, employees, designees, contractors, guests, invitees, successors and assigns, the free right of ingress and egress over, across, and through the Permanent Easement and to access the Permanent Easement where same intersect any public road or public rights-of-way or other easement which Grantee has the right to access, in order that Grantee may access its Permanent Easement or otherwise exercise the rights granted herein. Private roads and driveways are not to be used unless permission is obtained from Grantor, which permission shall not be unreasonably withheld. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee in the exercise of any rights granted hereby to a condition that existed prior to Grantee's use.

10. The terms and provisions hereof shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, successors, and assigns. Grantee, its successors and assigns, is hereby expressly given and granted the right to lease, sell, assign, transfer, or convey to others the Permanent Easement herein granted and convey the full rights and privileges herein granted to the extent conveyed in such assignment, and Grantee shall be relieved of obligations with respect to the assigned interest which accrue after the date of assignment. Notwithstanding the foregoing, the rights granted to Grantee may not be assigned, in whole or in part, without the express written consent of Grantor, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, Grantee may assign this Agreement, without the consent of Grantor, to any (i) entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control of, Grantee, (ii) entity to whom Grantee has assigned all or substantially all of its assets or (iii) to any bank, financing institution or other lender, or groups thereof, pursuant to the terms of any financing agreements.

11. All fences that must be cut in order to accomplish any of the purposes herein above granted shall be "H" braced by Grantee on each side of the area covered by this grant and the wire secured so that when the fence is cut, the remainder of the fence shall not go slack or be slackened and, after said installation or repair, said fence shall be replaced in as good as condition as said fence was before cutting.

12. No delay of Grantee in the use or enjoyment of any right or Permanent Easement herein granted or in constructing or installing any additional lines in or along said Permanent Easement shall result in the loss, limitation, or abandonment of any of the right, title, interest, easement, or estate granted herein.

13. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors, and assigns. This Agreement shall become effective only upon execution by all parties hereto and delivery of a fully executed counterpart to each party.

14. This grant covers all the agreements and stipulations between Grantor and Grantee and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms or consideration for this grant. This Agreement, together with exhibits incorporated herein by reference, if any, embodies the entire agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

15. It is agreed that neither this Agreement nor any amendment thereto will be filed in any public records. In lieu of filing this Agreement of record, Grantor and Grantee agree that a Memorandum of this Agreement, making appropriate reference hereto, shall be filed for record in the county in which Grantor's Lands is located.

16. Grantee shall maintain or shall cause to be maintained, in full force and effect throughout the term of this Agreement, at its sole cost and expense, the insurance described below during construction operations:

- a. Worker's Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for employer's liability one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit.
- b. Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a limit of \$1,000,000 per occurrence and in the annual aggregate.
- c. Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of \$1,000,000 per accident.
- d. Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in a., b. and c. above with a combined limit of \$5,000,000 per occurrence.
- e. Upon execution of this Agreement, Grantee shall furnish Grantor a certificate of insurance evidencing the coverage required herein.

To the extent allowed by law, Grantee shall include Grantor as an additional insured under the policies required above.

17. To the extent allowed by law, Grantee shall indemnify and hold Grantor harmless from and against any and all loss, damage, liability, claims, demands, causes of action, and expenses, including reasonable attorneys' fees (collectively, "Losses"), for personal injury or damage asserted by any person or entity and resulting direction from the survey, construction, installation, laying, maintenance, operation, inspection, patrol, protection, preservation, repair, improvement, realignment, modification, reconstruction, alteration, replacement, changing the size of, relation and changing the route or routes of, the Pipeline, the Meter or the Tap or any other appurtenance permitted by this Agreement by Grantee, to the extent such Losses were caused by the acts or omissions of Grantee or Grantee's agents, contractors, invitees, licensees, tenants, or employees and not caused by the gross negligence or willful misconduct of Grantor or Grantor's agents, invitees, licensees, tenants, or employees.

18. GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THOSE EXPRESS WARRANTIES OF TITLE PROVIDED HEREIN, GRANTOR HAS NOT MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, TO GRANTEE WITH RESPECT TO THE PERMANENT EASEMENT OR GRANTOR'S LANDS, INCLUDING BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITIONS, RESTRICTIONS DUE TO APPLICABLE LAW OR REGULATIONS, GOVERNMENTAL APPROVALS, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PERMANENT EASEMENT OR GRANTOR'S LANDS. GRANTEE AGREES THAT IT HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ITS OFFICERS, AGENTS OR REPRESENTATIVES. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS TRANSFERRING AND GRANTING THE PERMANENT EASEMENT TO GRANTEE AND GRANTEE IS ACCEPTING SAID EASEMENT IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION. Grantee expressly acknowledges and agrees that the easement granted herein is made subject to all matters of record, including but not limited to that certain Lift Station

Easement (0.1038 Acre) dated June 12, 2015 by and between Grantor, as successor-in-interest to A-K Texas Venture Capital, L.P., a Texas limited partnership, and Harris County Municipal Utility District No. 273, and recorded in the Official Public Records of Harris County, Texas under File No. 20150261753.

19. After the construction of the Pipeline, Meter, and Tap, should the easement described herein not be used for a period of twenty-four (24) consecutive months, then the easement shall be considered abandoned and all rights granted hereunder shall revert back to the then record holder of Grantor's Lands, and this Agreement shall be of no further force or effect. In the event of abandonment, Grantee shall not be required to remove the Pipeline, Tap, Meter or appurtenances thereto, but shall abandon the same in place; in which case, the Grantee shall have no further responsibility of liability to Grantor.

20. In any action or proceeding under this Agreement, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorneys' fees.

21. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Harris County, Texas shall be the only proper place of venue for any suit, action or other proceeding at any time arising out of or relating to this Agreement.

22. Nothing herein contained shall be deemed to be a grant or dedication of any portion of the Permanent Easement to or for the general public or for any public purposes whatsoever, it being the intention of Grantor and Grantee that this Agreement shall be strictly limited to and for the purposes herein expressed.

23. Time is of the essence of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, Grantor and Grantee herein have duly executed this Agreement to be effective on the date first set forth above.

GRANTOR(S):
A-K 133 Hwy 249-Grand Parkway, L.P.,
a Texas limited partnership

By: A-K 133, L.C.,
a Texas limited liability company,
its general partner

By: [Signature]
Name: Steven D. Alvis
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

ACKNOWLEDGEMENT

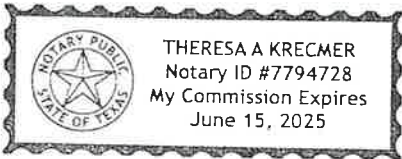
Before me, a Notary Public in and for said County and State, personally appeared Steven D. Alvis, in his capacity as Manager of A-K 133, L.C., a Texas limited liability company, in its capacity as General Partner of A-K Hwy 249-Grand Parkway, L.P., a Texas limited partnership, who acknowledged the execution of the foregoing Agreement to be his/her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 29th day of February, 2024.
[Signature]
Notary Public

Printed: _____

Residing in _____ County, Texas

My Commission Expires: _____



GRANTEE: Kinder Morgan Tejas Pipeline LLC

By _____:

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

ACKNOWLEDGEMENT

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Agreement to be his/her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 2024.

Notary Public

Printed: _____

Residing in _____ County, Texas

My Commission Expires: _____

GRANTEE: City of Tomball

By _____:

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

ACKNOWLEDGEMENT

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Agreement to be his/her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 2024.

Notary Public

Printed: _____

Residing in _____ County, Texas

My Commission Expires: _____

CONSENT AND SUBORDINATION OF LIENHOLDER

FROST BANK, a Texas state bank ("Lienholder"), as Lender under that certain Construction Loan Agreement dated as of January 26, 2024, covering certain indebtedness secured by liens on all or a portion of Grantor's Lands, as evidenced, in part, by an existing deed of trust, vendors' and/or other liens against all or any portion of the Grantor's Lands, evidenced by one or more instruments recorded in the Official Public Records of Harris County, Texas, on January 30, 2024, including, without limitation, that instrument filed under Document No. 202430527, hereby consents to the contents, execution and recording of this Agreement. Lienholder furthermore subordinates all liens held by Lienholder against any property covered by such instruments to the terms of this Agreement, such that a foreclosure of such liens shall not extinguish the rights and interest granted in this Agreement. The undersigned affirms that the undersigned has the authority to bind Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken. This Consent and Subordination of Lienholder shall not be construed or operate as a release of said deed of trust, vendors' and/or other liens owned and held by the undersigned or any part thereof.

FROST BANK,
a Texas state bank

By: Gene Johnson
Name: Gene Johnson
Title: Market President
Date: 2/28/24

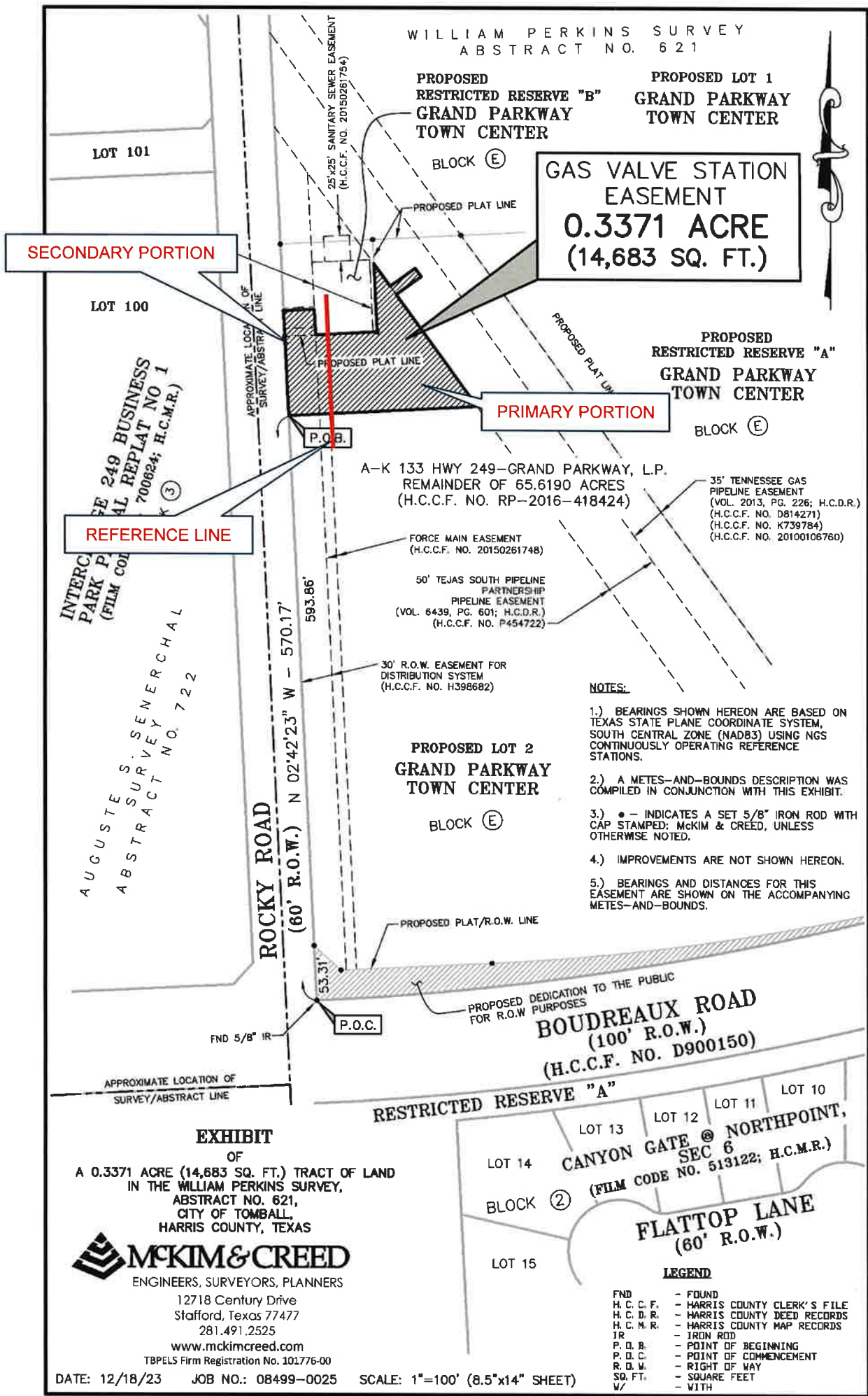
STATE OF Texas §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 28th day of February, 2024, by Gene Johnson, Market President of FROST BANK, a Texas state bank, on behalf of said bank.



Angie Hernandez
Notary Public

EXHIBIT A



December 18, 2023

Gas Valve Station Easement

***0.3371 acre of land in the William Perkins Survey, Abstract No. 621,
City of Tomball, Harris County, Texas***

A FIELD NOTE DESCRIPTION of a 0.3371 acre (14,683 square feet) tract of land in the William Perkins Survey, Abstract No. 621, City of Tomball, Harris County, Texas; said 0.3371 acre tract being out of the remainder of a 65.6190 acre tract of land conveyed to A-K 133 HWY 249-Grand Parkway, L.P., as recorded in Harris County Clerk's File No. RP-2016-418424, and also being out of proposed Lot 2 and Restricted Reserve "B", Block E, Grand Parkway Town Center (a proposed subdivision); said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found at the intersection of the east right-of-way line of Rocky Road (60 feet wide) with the north right-of-way line of Boudreaux Road (100 feet wide), as recorded in Harris County Clerk's File No. D900150 for the southwest corner of said 65.6190 acre tract and for the southwest corner of said proposed Grand Parkway Town Center;

THENCE, North 02° 42' 23" West with the east right-of-way line of said Rocky Road, at a distance of 53.31 feet pass a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the northwest end of a proposed cutback corner at the intersection of the east right-of-way line of said Rocky Road with the proposed north right-of-way line of said Boudreaux Road and continuing with the east right-of-way line of said Rocky Road and with the west line of said proposed Lot 2 for a total distance of 570.17 feet to a point for the southwest corner and POINT OF BEGINNING of this tract;

THENCE, North 02° 42' 23" West with the east right-of-way line of said Rocky Road and with the west line of said Lot 2, at a distance of 77.00 feet pass a 5/8-inch iron rod with cap stamped "McKim & Creed" set for a northwest corner of said proposed Lot 2 and for the southwest corner of said proposed Restricted Reserve "B" and continuing with the east right-of-way line of said Rocky Road and with the west line of said proposed Restricted Reserve "B" for a total distance of 102.00 feet to a point for a northwest corner of this tract; from which a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the northwest corner of said proposed Restricted Reserve "B" bears North 02° 42' 23" West – 65.00 feet;

THENCE, North 86° 59' 15" East - 30.00 feet to a point for a northeast corner of this tract;

THENCE, South 02° 42' 23" East - 25.00 feet to a point in the south line of said proposed Restricted Reserve "B" and in the north line of said proposed Lot 2 for an interior corner of this tract;

THENCE, North 86° 59' 15" East - 60.00 feet with the south line of said proposed Restricted Reserve "B" and with the north line of said proposed Lot 2 to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for an interior corner of said proposed Lot 2, for the southeast corner of said proposed Restricted Reserve "B", and for an interior corner of this tract;

THENCE, North 02° 42' 23" West - 66.37 feet with the east line of said proposed Restricted Reserve "B" and with a west line of said proposed Lot 2 to a point in the southwest line of a 50-foot wide Tejas South Pipeline Partnership pipeline easement, as recorded in Volume 6439, Page 601 of the Harris County Deed Records and in Harris County Clerk's File No. P454722 for a north corner of this tract; from which a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the northeast corner of said proposed Restricted Reserve "B" and for a northwest corner of said proposed Lot 2 bears North 02° 42' 23" West – 23.63 feet;

THENCE, South 35° 54' 37" East - 27.00 feet with the southwest line of said pipeline easement to a point for an interior corner of this tract;

THENCE, North 54° 05' 23" East - 30.00 feet to a point for a north corner of this tract;

THENCE, South 35° 54' 37" East - 10.00 feet to a point for an east corner of this tract;

THENCE, South 54° 05' 23" West - 30.00 feet to a point in the southwest line of said pipeline easement for an interior corner of this tract;


THENCE, South 35° 54' 37" East - 133.75 feet with the southwest line of said pipeline easement to a point for the southeast corner of this tract;

THENCE, South 86° 59' 15" West - 183.51 feet to the POINT OF BEGINNING and containing 0.3371 acre (14,683 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with an exhibit performed on even date.

COMPILED BY:
MCKIM & CREED
Engineers, Surveyors, Planners
Stafford, Texas
Firm Registration No. 10177600
Job No. 08499-0025
Y:\legals\08499-0025_GAS_ESMT.docx




Robert Chris Kelly
Registered Professional Land Surveyor
State of Texas No. 6833

City Council Agenda Item Data Sheet

Meeting Date: March 4, 2024

Topic:

Consider abandonment of a City of Tomball unimproved right-of-way and adopt, on First Reading, Ordinance No. 2024-06, an Ordinance of the City of Tomball, Texas, finding and determining that public convenience and necessity no longer require the continued existence of an unimproved right-of-way between Main Street and Alma Street, all situated in the Main Street Addition Plat as recorded in File 189453 of the Map Records of Harris County, Texas; vacating, abandoning, and closing said portion of such unimproved right-of-way; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the City's interest in said unimproved right-of-way; and containing other provisions relating to the subject.

Background:

Tomball Assembly of God Church has requested abandonment of an existing City of Tomball unimproved right-of-way to allow for the expansion of the church at the southwest corner of Raymond Avenue and Main Street. The unimproved right-of-way is not needed for roadway purposes; therefore the Community Development Department has no concerns with the proposed abandonment.

Origination:

Tomball Assembly of God Church

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

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

ORDINANCE NO. 2024-06

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF AN UNIMPROVED RIGHT-OF-WAY BETWEEN MAIN STREET AND ALMA STREET, ALL SITUATED IN THE MAIN STREET ADDITION PLAT AS RECORDED IN FILE 189453 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS; VACATING, ABANDONING, AND CLOSING SAID PORTION OF SUCH UNIMPROVED RIGHT-OF-WAY; AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY SECRETARY TO ATTEST A QUITCLAIM DEED QUITCLAIMING THE CITY'S INTEREST IN SAID UNIMPROVED RIGHT-OF-WAY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, the City of Tomball, Texas ("City") owns a twenty (20) foot unimproved right-of-way containing 0.0813 acres of land being out of the Main Street Addition Plat; and

WHEREAS, the City Council of the City has determined that public necessity and convenience no longer require the existence of the unimproved right-of-way; and

WHEREAS, the City Council has determined that the unimproved right-of-way should be vacated, abandoned, and closed for the reason that it is no longer needed by the City; and

WHEREAS, the City Council desires to convey the unimproved right-of-way to the owners of the property on which the unimproved right-of-way exists; now, therefore,

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

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

Section 2. That the City Council of the City of Tomball, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of the unimproved right-of-way described in Section 3 hereof.

Section 3. That the portion of that certain City of Tomball unimproved right-of-way containing 0.0813 acres of land being out of the Main Street Addition Plat as recorded in File 189453 of the Map Records of Harris County, Texas is hereby vacated, abandoned, and closed.

Section 4. That the City Manager is authorized to execute a quitclaim deed quitclaiming the unimproved right-of-way described in Section 3 hereof to the owners of the property on which the unimproved right-of-way is located.

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 _____ 2024.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

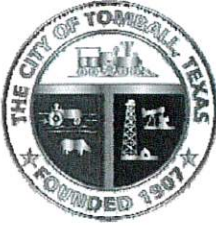
READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE ____ DAY OF _____ 2024.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary



CITY OF TOMBALL

RIGHT-OF-WAY ABANDONMENT REQUEST APPLICATION

Please provide the following information & return your submittal to the City Manager's Office, 401 Market St., Tomball, Texas 77375.

Minimum Submittal Requirements

- ☐ \$1,000 application fee;
- ☐ Detailed description of entire limits or extent of the ROW and the limits to be abandoned, if different;
- ☐ Five (5) copies of the Boundary Survey and metes & bounds description of the ROW to be abandoned;
- ☐ Electronic File (PDF) of Boundary Survey and metes & bounds description of the ROW to be abandoned;
- ☐ Copy of letters to utility providers, drainage districts, and/or other interested agencies stating they have been notified of the requested ROW abandonment;
- ☐ Letter of "No Objection" from each of the concerned entities; and
- ☐ Completed and signed application form.

Applicant Information

Name Tomball Assembly of God

Mailing Address PO Box 1111

City Tomball State TX Zip Code 77377

Phone Number 281-351-5055 Fax Number N/A

E-mail Address pastorgreg@tomballag.com

Agent or Engineer Information

Name Lloyd Lertz, RLA

Mailing Address 701 N. Loop 336 E. Suite 105

City Conroe State TX Zip Code 77301

Phone Number 713-517-3318 Fax Number N/A

E-mail Address llertz@lma-design.com

We, the undersigned property owners of

Final Plat: Tomball Assembly of God Church F.C. No. 353037, HCMB

(name of subdivision, lot, and block number)

do hereby request that the City of Tomball release and vacate the said Right-of-Way as further described in the attached Boundary Survey.

Adjacent Property Owners Signatures

(please include your name, mailing address, HCAD number of your property, and signature)

1. PNC Bank, National Association, by: Kaitlin A. Jay, VP
2. 300 Fifth Ave, PT-PTWR-22-1, Pittsburgh, PA 15222

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

Certification

I, GREG JENKINS, being one of the above named persons, do hereby certify that the above named persons include all abutting property owners of the property being vacated and released.

Please list the reasons for the request and how this request will benefit the public:

We wish to make improvements including replacing the asphalt with concrete, installing a curb, and adding parking. We will assume responsibility for the maintenance of this property.

(Signature)

GJ

(Printed Name)

GREG JENKINS




CERTIFICATE

The undersigned, Kristin D. Biehl, Assistant Secretary of PNC Bank, National Association (the "Bank"), does hereby certify that the following is a true and correct copy of Resolutions adopted by the Board of Directors of the Bank at the organizational meeting held on April 26, 2023 and that said Resolutions are in full force and effect:

NOW, THEREFORE, BE IT RESOLVED, that Dana Armstrong, John Beggy, Thomas Byrd, Mark Chapman, Ashlea Hamilton, Sharon Mafriqi, Andrew Rapp, Joel Schroeder, Alyssa Sinicrope, Dara Slezak, Mario T. Spudic, **Kathleen A. Taylor**, Kevin J. Wade and Francis R. Walters be, and each of them hereby is, expressly authorized and empowered in the name and on behalf of PNC Bank, National Association (the "Bank") to purchase, sell or lease, or to guarantee a purchase, sale or lease, for such price or prices, or rents, and upon such terms and conditions as he or she may deem advisable, such Corporation and other properties, including but not limited to those properties occupied by the Bank in the transaction of its business, as he or she may hereinafter identify, including any buildings located thereon, and for and on behalf of the Bank and as its corporate act and deed, to negotiate, execute and deliver any deeds, leases or conveyances of such real estate, and guarantees of any purchase, sale or lease, together with such agreements, contracts, powers of attorney or other instruments which may be necessary in connection with such purchase, sale, lease or guarantee, and to affix the corporate seal of the Bank to any and all such instruments and to acknowledge the same before any person having authority to take such acknowledgments on such instruments, with the intent that they may be duly recorded.

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and affixed the seal of the Bank this 4th day of December, 2023.




Kristin D. Biehl

Member of The PNC Financial Services Group

The Tower at PNC Plaza 300 Fifth Avenue Pittsburgh, Pennsylvania 15222
www.pnc.com

M:\Pittsburgh\CF\CERT\2023-04-26 SIGNATURE AUTHORITY TEMPLATES AND CERTIFICATES\TAYLOR, KATHLEEN A. - Real Estate Resolutions.docx



CERTIFICATE

The undersigned, Kristin D. Biehl, Assistant Secretary of PNC Bank, National Association (the "Bank"), does hereby certify as follows:

1. Effective June 10, 2019, Compass Bank (FDIC #19048), a wholly owned subsidiary of BBVA USA Bancshares, Inc., was renamed BBVA USA.
2. Effective June 1, 2021, BBVA USA Bancshares, Inc., was merged with and into the PNC Financial Services Group, Inc., and BBVA USA became a wholly owned subsidiary of The PNC Financial Services Group, Inc.
3. Effective June 1, 2021, The PNC Financial Services Group, Inc. contributed and transferred all right, title and interest in BBVA USA to PNC Bancorp, Inc., and BBVA USA became a wholly owned subsidiary of PNC Bancorp, Inc.
4. Effective October 8, 2021, BBVA USA was merged with and into PNC Bank, National Association, pursuant to approval granted by the United States Office of the Comptroller of Currency (as evidenced by the official certification dated October 6, 2021, attached hereto as Exhibit A).
5. PNC Bank, National Association is a duly organized and existing national banking association (Charter No. 1316) and wholly owned subsidiary of PNC Bancorp, Inc. (a wholly owned subsidiary of The PNC Financial Services Group, Inc.), having its main office located at 222 Delaware Avenue, Wilmington, Delaware 19801 and using federal Employer Identification Number 22-1146430.

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and affixed the seal of the Bank this 21st day of January, 2022.




Kristin D. Biehl

Member of The PNC Financial Services Group

The Tower at PNC Plaza 300 Fifth Avenue Pittsburgh Pennsylvania 15222

www.pnc.com

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HARRIS CENTRAL APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0671000090004

Tax Year: 2024

 **Print**

Owner and Property Information										
Owner Name & Mailing Address: COMPASS BANK 300 FIFTH AVENUE 21ST FLOOR, PITTSBURGH PA 15222-2401					Legal Description: LTS 4 THRU 9 & TR 10 BLK 9 MAIN STREET - TOMBALL Property Address: 1111 W MAIN ST TOMBALL TX 77375					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map ^{A®}
F1 -- Real, Commercial	8002 -- Land Neighborhood Section 2	E	0	41,410 SF	3,514	0	9929.01	5024 -- Far Northwest	4771C	288L

Value Status Information

Value Status	Shared CAD
All Values Pending	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2023 Rate	2024 Rate
None	026	TOMBALL ISD	Pending	Pending	1.065200	
	040	HARRIS COUNTY	Pending	Pending	0.350070	
	041	HARRIS CO FLOOD CNTRL	Pending	Pending	0.031050	
	042	PORT OF HOUSTON AUTHY	Pending	Pending	0.005740	
	043	HARRIS CO HOSP DIST	Pending	Pending	0.143430	
	044	HARRIS CO EDUC DEPT	Pending	Pending	0.004800	
	045	LONE STAR COLLEGE SYS	Pending	Pending	0.107600	
	083	CITY OF TOMBALL	Pending	Pending	0.293320	
	679	HC EMERG SERV DIST 8	Pending	Pending	0.089819	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's information center at 13013 NW Freeway.**

Valuations

Value as of January 1, 2023			Value as of January 1, 2024		
	Market	Appraised		Market	Appraised
Land	621,150		Land		
Improvement	545,044		Improvement		
Total	1,166,194	1,166,194	Total	Pending	Pending

Land

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8002 -- Land Neighborhood Section 2	4351	SF	41,410	1.00	1.00	1.00	--	1.00	Pending	Pending	Pending

Building

Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	1993	Bank	Bank	Good	3,514	Displayed

Building Details (1)

Building Data		Building Areas	
Element	Detail	Description	Area
Cooling Type	Central / Forced	BASE AREA UPR	64
Functional Utility	Fair	BASE AREA PRI	3,386
Heating Type	Hot Air	BANK CANOPY -C	1,247
Partition Type	Normal	CNPY ROOF W/ SLAB -C	272
Physical Condition	Avg/Normal	BASE AREA PRI	64
Plumbing Type	Adequate		
Sprinkler Type	None		
Exterior Wall	Brick / Stone		
Economic Obsolescence	Normal		
Market Index Adjustment	100% No Mkt Index Adjustment		
Element	Units		
Wall Height (enclosure)	10		
Wall Height (enclosure)	8		
Interior Finish Percent	100		
Bank: Drive-Thru	1		

Extra Features

Line	Description	Quality	Condition	Units	Year Bulit
1	CANOPY ROOF AND SLAB	Poor	Average	272.00	1973
2	Bank Canopy - Drive Thru	Poor	Poor	1,247.00	1973
4	Paving - Heavy Concrete	Poor	Poor	21,500.00	1993

November 22, 2022

Via Hand Delivery

PNC Bank, NA
1111 W. Main Street
Tomball, Texas 77375
Attn: Branch Manager

Re: Letter of No Objection to Tomball Assembly of God's Right-of Way
Abandonment Request Application.

Dear Sir or Madame:

The Tomball Assembly of God Church (the "Church") has or will be filing an application to abandon the right of way that exists between the Church's and Bank's properties located in Tomball, Texas. A copy of the plat depicting the alley is enclosed herewith. As you are likely aware, the Bank and the Church own the entirety of Block 9. As you are also likely aware, there is a portion of the alley that has not previously been abandoned by the City of Tomball. The Church is in the process of developing a plan to redevelop its property and the alley is functionally obsolete. Accordingly, the Church will be requesting the abandonment of the alley to accommodate its redevelopment plans.

Per Tomball's Code of Ordinances, all adjoining landowners must consent to a landowner's request to abandon a right of way. Accordingly, the Church is requesting the Bank's consent and no objection to continue with its application to abandon the alley. The Church will spearhead the effort to secure the abandonment and will bear all costs and expenses associated with the abandonment. Assuming the application process is successful, the City of Tomball will quitclaim the alley in equal shares the Church and the Bank.

If you have any questions concerning this matter, you may contact me at the number shown above, or via email at pastorgreg@tomballag.com. If you are represented by an attorney, please provide the contact information for said attorney so that I may put my attorney in contact with them. If the Bank is agreeable to the Church's application to abandon the alley, please indicate by countersigning this letter and returning it to me at your earliest convenience.



March 3, 2023

Greg Jenkins
Lead Pastor
Tomball Assembly of God
1101 W Main St
Tomball, TX 77375

Re: Standard Land Survey 2.1364 Acres Total (93,279 Sq. Ft.)

To Whom It May Concern,

Comcast of Houston LLC, a Delaware Limited Liability Company, herein referred to as "Comcast Cable", has been asked to provide a letter of "No Objection" for the above referenced survey dated February 2023.

At this time, Comcast Cable has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, Comcast Cable will require exclusive easements.

Upon completion of Comcast Cable's facility design, if so required, dedicated utility easements may be determined inadequate by Comcast Cable. In these cases, the developer, his successors or assigns, will be required to provide Comcast with exclusive easements.

This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys, or street rights-of-way. Abandonment of any of the above requires a formal review, consent, and closure process.

Please feel free to contact me at 435-224-2356 with any questions that you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Houston".

Jeff Houston
Authorized Representative



March 24, 2023

Tomball Assembly of God Church
Attn: Greg Jenkins
1101 W. Main St
Tomball, TX 77375

Re: Street & Alley Closure for a 20-foot-wide alley at 1101 W. Main St.; Tomball, TX
77375
R/W File # 182167

Dear Greg Jenkins:

The City of Tomball has been asked to close and abandon a portion of a 20-foot-wide alley at 1101 W. Main St.; Tomball, TX 77375

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request and determined that it has no facilities located within the area to be abandoned. Therefore, CenterPoint Energy will interpose no objection to the request as filed.

This letter of concurrence shall become null and void in the event two (2) years has transpired from the above date and this street/alley closure has not been completed. CenterPoint Energy respectfully requests that the City of Tomball forward a copy of the final abandonment ordinance to CenterPoint Energy in order to complete our files and to update our map records.

Yours truly,

CenterPoint Energy

A handwritten signature in black ink, appearing to read "Raymond Johnson", written over a horizontal line.

Raymond Johnson
Right of Way Agent
Surveying & Right of Way
713-207-6328

Enclosures

County: Harris
 Project: Tomball Assembly Of God Church
 M&B No.: 231430-R1
 Job Number: 4435-BDY

FIELD NOTES FOR A 0.0813 ACRE TRACT

Being a tract of land containing 0.0813 acre (3,540 square feet), located in the Joseph House Survey, A-34 in the City of Tomball, Harris County, Texas; Said 0.0813 acre tract being a portion of a platted 20' wide alley located between Lots 3, 4, 19, & 20 in Block 9 of the Main Street Addition recorded under Harris County Map Record (H.C.M.R.) Volume 15, Page 43, said 0.0813 acre tract being more particularly described by metes and bounds as follows (bearings based on the Texas Coordinate system of 1983, South Central Zone, per GPS observations.):

BEGINNING at a MAG Nail found at the northwest corner of said Lot 3, also being the northwest corner of the Final Plat of Tomball Assembly Of God Church, a subdivision recorded under Film Code No. 353037 of the H.C.M.R., also being the northeast corner of said 20' wide alley, being referenced by a 5/8-inch iron rod with a cap stamped 'Miller Survey' found at the northeast corner of said Final Plat of Tomball Assembly Of God Church, and at the northeast corner of Lot 1, Block 9, said Main Street Addition North 56 degrees 30 minutes 02 seconds East, a distance of 163.20 feet, said point being the intersection of the south right-of-way (ROW) of West Main Street (a.k.a. F.M. 2920) with the east line of said platted 20' wide alley;

THENCE, with the line common to said Lots 3, 20, and 19, said Final Plat of Tomball Assembly Of God Church, said 20' wide alley, and the herein described tract, South 02 degrees 34 minutes 27 seconds East, a distance of 183.16 feet to an X-cut in concrete set at the southwest corner of said Lot 19, being the northeast corner of a called 10' by 100' tract recorded in the name of Tomball Assembly Of God Church, under Harris County Clerk's File (H.C.C.F) No. H993596, and being the southeast corner of the herein described tract;

THENCE, with the line common to said 10' by 100' tract, the north line of a 10' by 300' tract recorded in the name of Tomball Assembly Of God Church, under H.C.C.F No. 2023133873, and the herein described tract, South 88 degrees 21 minutes 33 seconds West, a distance of 20.00 feet to a 5/8-inch iron rod with a cap stamped 'Miller Survey' set at the southwest corner of said Lot 4, the northwest corner of said 10' by 300' tract, and southwest corner of the herein described tract;

THENCE, with the line common to said Lot 4, said 20' wide alley, and the herein described tract, North 02 degrees 34 minutes 27 seconds West, a distance of 170.85 feet to the northeast corner of said Lot 4, the northwest corner of said 20' wide alley, being on said south ROW of West Main Street, and being the northwest corner of the herein described tract, said point being referenced by a 5/8-inch iron rod found bearing South 10 degrees 46 minutes 12 seconds West, a distance of 0.60 feet;

THENCE, with the line common to said south ROW of West Main Street, said platted 20' wide alley, and the herein described tract, North 56 degrees 30 minutes 02 seconds East, a distance of 23.31 feet to the **POINT OF BEGINNING** and containing 0.0813 acre (3,540 square feet) of land.

A Category 1B, Standard Land Survey of the herein described tract was prepared in conjunction with and accompanies this description.



John Mark Otto, R.P.L.S.
Texas Registration No. 6672



Miller Survey Group

Texas Firm Registration No. 10047100

PH: (713) 413-1900

Date: December 21, 2023

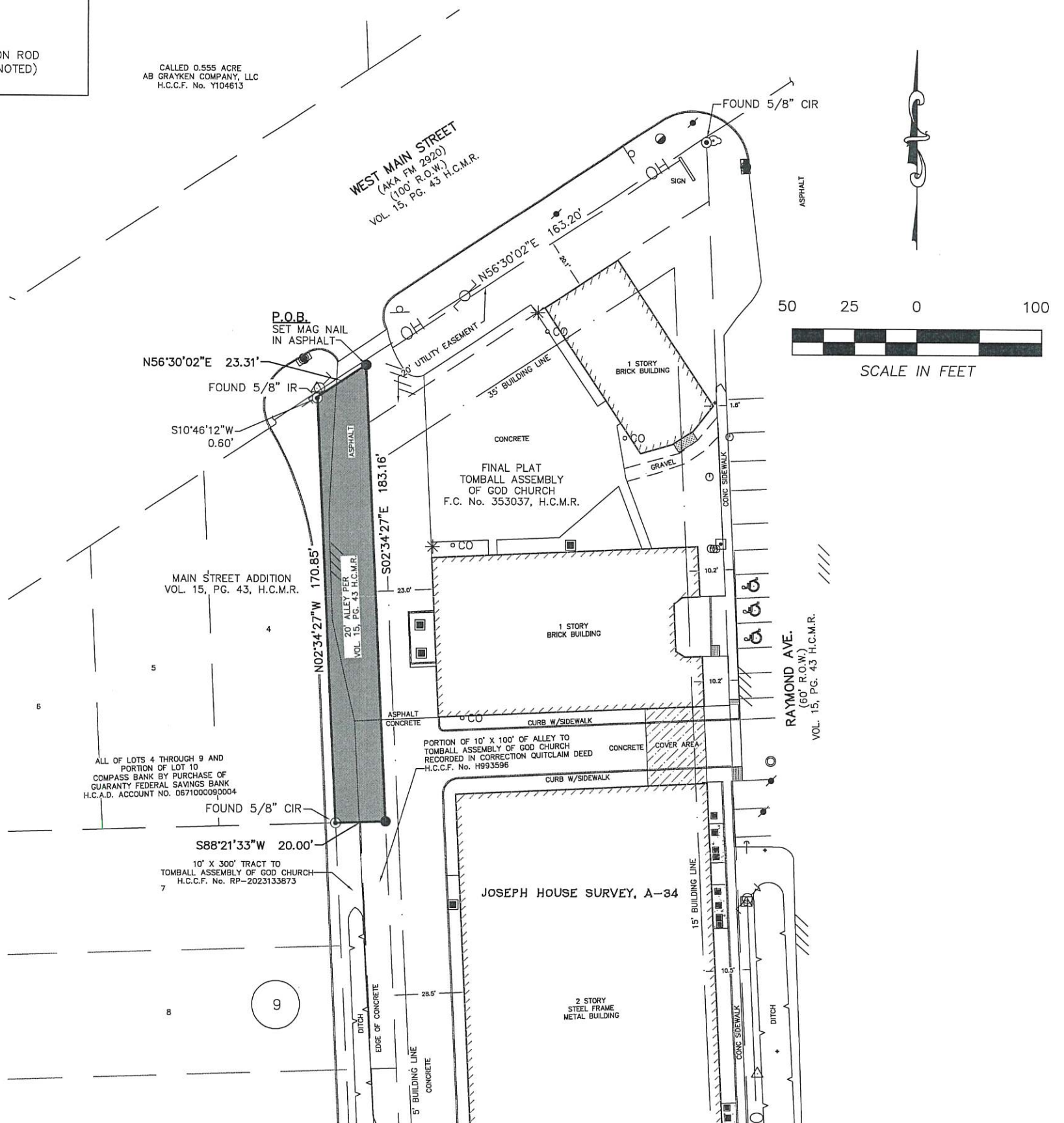
Revised: January 8, 2024

M&B No.: 231430-R1

DWG No. 4435-BDY2

H.C.C.F. = HARRIS COUNTY CLERK'S FILE
H.C.M.R. = HARRIS COUNTY MAP RECORDS
F.C. = FILM CODE
FND = FOUND
No. = NUMBER
IR = IRON ROD
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R.O.W. = RIGHT-OF-WAY
S.F. = SQUARE FEET
PG. = PAGE
VOL. = VOLUME
⊙ = FOUND 5/8-INCH IRON ROD
(UNLESS OTHERWISE NOTED)
● = SET X-CUT

CALLED 0.555 ACRE
 AB GRAYKEN COMPANY, LLC
 H.C.C.F. No. Y104613



I HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THERE ARE NO DISCREPANCIES, CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY OF WHICH I HAVE KNOWLEDGE OR HAVE BEEN ADVISED, EXCEPT AS SHOWN HEREON. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 2 SURVEY.

The seal is an octagonal emblem with a decorative border. At the top, the words "STATE OF TEXAS" are written in a semi-circle. Below this, the word "REGISTERED" is written in a semi-circle, with a five-pointed star in the center. In the middle, the name "JOHN MARK OTTO" is written in a straight line. Below the name, the license number "6672" is written in a straight line. At the bottom, the words "PROFESSIONAL LAND SURVEYOR" are written in a semi-circle.

JOHN MARK OTTO, R.P.L.S.
TEXAS REGISTRATION No. 6672
OTTO@MILLERSURVEY.COM

REVISED:	01/08/24: REVISED PLAT BOOK AND PAGE INFO
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STANDARD LAND SURVEY
0.0813 ACRES TOTAL
(3,540 SQ. FT.)

LOCATED IN THE
JOSEPH HOUSE SURVEY, A-34
HARRIS COUNTY, TEXAS

MILLER SURVEY

Miller Survey | Firm Reg. No. 10047100

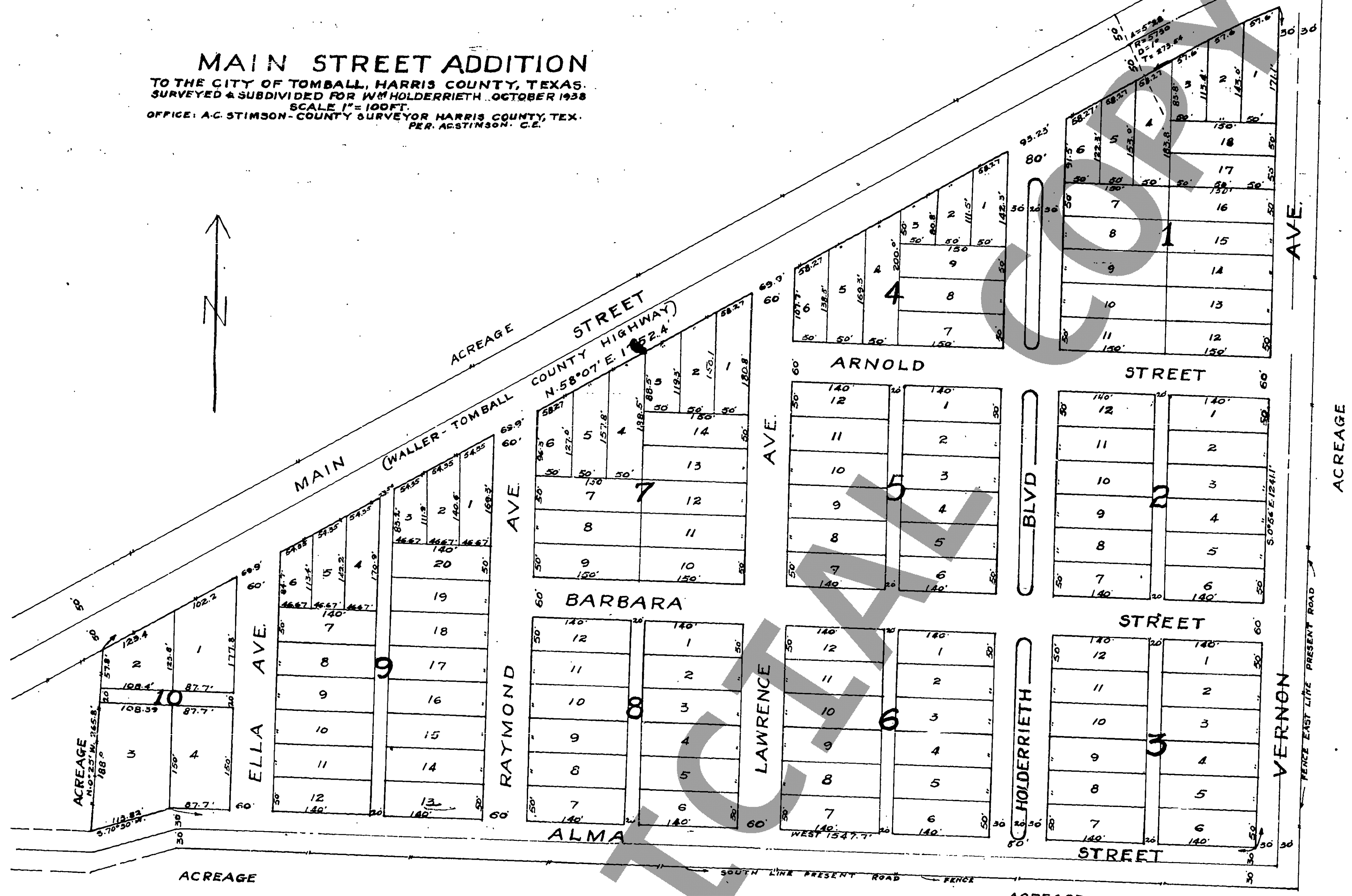
1760 W. Sam Houston Pkwy N.
Houston, TX 77043

713.413.1900 | millersurvey.com

DCCM

JOB No.: 4435-BDY	SCALE: 1"= 50'	DATE: 12/21/2023	FIELD BOOK: N/A
DWG. No.: 4435-BDY2	DRAWN BY: ZRC	CHK. BY: JMO	M&B No.: 231430

MAIN STREET ADDITION
 TO THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS.
 SURVEYED & SUBDIVIDED FOR WM. HOLDERRIETH, OCTOBER 1938.
 SCALE 1" = 100 FT.
 OFFICE: A.C. STIMSON - COUNTY SURVEYOR, HARRIS COUNTY, TEX.
 PER: A.C. STIMSON, C.E.



No. 189453

Wm. Holderrieth To Dedication & Map

State of Texas, County of Harris. That I, Wm. Holderrieth, owner of the property subdivided in this map of Main Street Addition, do hereby make subdivision of said property according to the lines, lots and streets thereon shown, and designate said subdivision as Main Street Addition, and being located in the Jos. House League, in Harris County, Texas, and I do hereby dedicate to the public use all the streets & alleys shown thereon forever. Witness my hand in Tomball, Harris County, Texas, this 26 day of Oct. A.D., 1938.

Wm. Holderrieth

State of Texas, County of Harris. Before me, the undersigned authority, on this day personally appeared Wm. Holderrieth, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and considerations therein expressed. Given under my hand and seal of office at Tomball, Harris County, Texas, this 26 day of Oct., A.D., 1938.

Geo. T. Southwell, Notary Public
 in and for Harris County, Texas. (Seal)

State of Texas, County of Harris. Before me, the undersigned authority, on this day personally appeared A. C. Stimson, who, under oath, said that he knows the location of the Main Street Addition subdivision and that said Main Street Addition as hereon delineated is beyond the five mile limit of the City of Houston and does not come under the jurisdiction of the City Planning Commission. A. C. Stimson
 Subscribed and sworn to before me, the undersigned authority, on this 26 day of October A.D. 1938.

W. A. Bauer, Notary Public
 in and for Harris County, Texas. (Seal)

State of Texas, County of Harris. This is to certify that I, A.C. Stimson, County Surveyor, have surveyed and platted the above subdivision, and all street and block corners are properly marked with iron pipes and this plat is a true and correct copy of that survey and plat made by me. The southeast corner of this subdivision is located 384.5' North and 1236.7' West of the southeast corner of the Jos. House League as generally recognized.

A.C. Stimson, County Surveyor

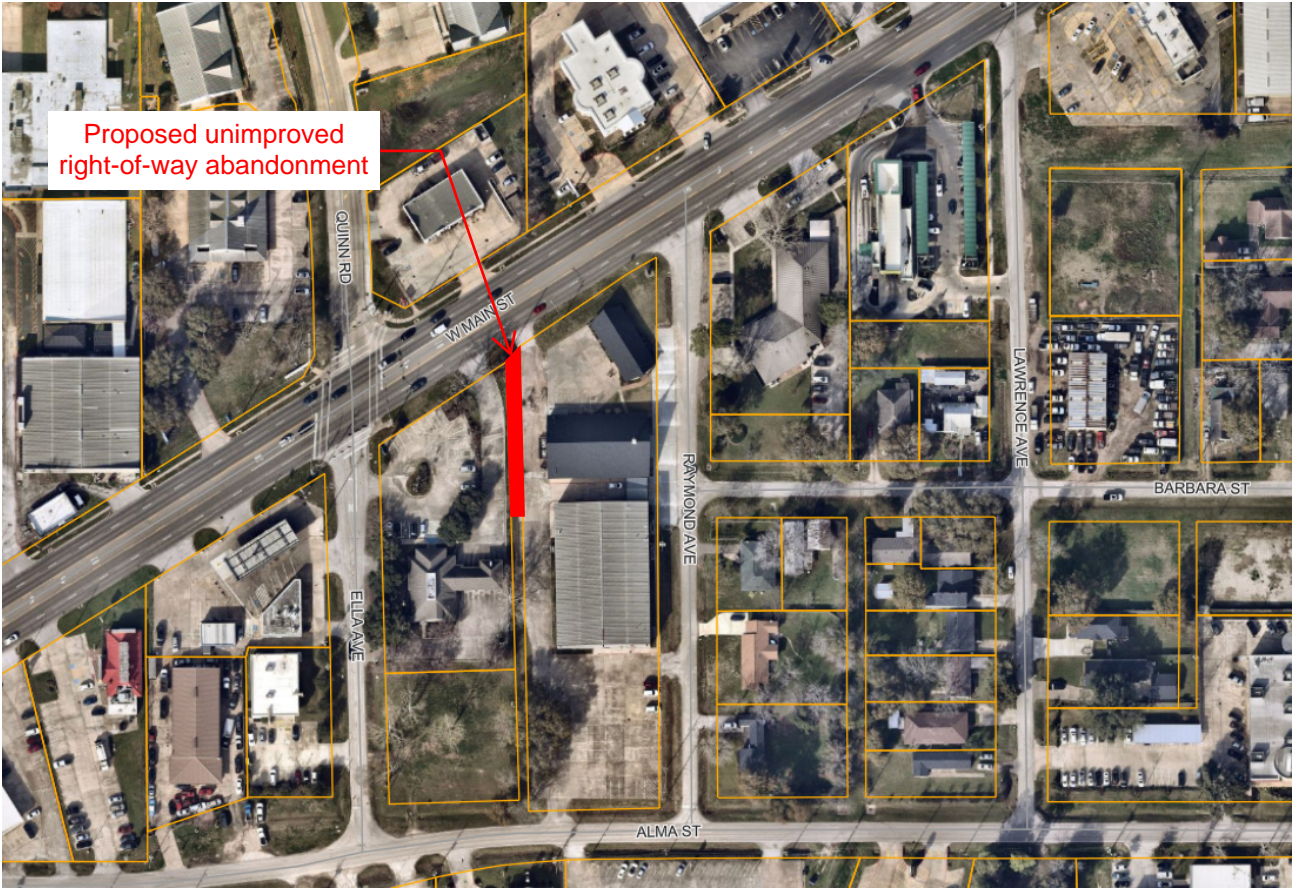
Approved: Hugo W. H. Zapp, Co. Engr.
 This is to certify that Wm. Holderrieth, the subdivider, has complied with all conditions necessary, as provided by law, in subdividing this property.

Roy Hofmeier, County Judge. (Seal)
 R. H. Spencer, Commissioner Precinct No. 1.
 Beatrice Massey, Commissioner Precinct No. 2.
 Wm. Tautenhahn, Commissioner Precinct No. 3.
 Tom A. Graham, Commissioner Precinct No. 4.

Filed for record Dec. 22, 1938 at 9:25 o'clock A.M.
 Recorded Dec. 27, 1938 at 9:15 o'clock A. M.

Henry M. Dudley, Clerk
 County Court, Harris County, Texas.
 By *Margaret Butler* Deputy.

Location Map



City Council Meeting
Agenda Item
Data Sheet

Meeting Date: March 4, 2024

Topic:

Approve Resolution Number 2024-12, a Resolution of the City Council of the City of Tomball, Texas approving the Amended and Restated Reimbursement Agreement for the Winfrey Estates Public Improvement District Number 12.

Background:

Resolution Number 2024-12 approves an Amended and Restated Reimbursement Agreement for Winfrey Estates, Public Improvement District 12 (PID 12). This amended and restated reimbursement agreement reflects releases the revenues received from assessments levied on property within the improvement area of the District collected pursuant to the adopted Service and Assessment Plan (SAP). It is the intention of the City to reimburse the developer, CHTA Development, Inc., for the cost of certain public improvements as accepted by the City.

The total amount of the reimbursement agreement with the Developer, pursuant to the final adoption of the Service and Assessment Plan, has a not-to-exceed amount of \$9,000,000.00 for PID eligible expenses.

The developer is requesting the amendment to the reimbursement agreement to release the assessments paid as of January 31, 2024, by the Developer of an amount not-to-exceed \$508,331, or the collected amount by the Harris County Tax Office, less PID administration and other fees. The developer is requesting the annual assessment to be reimbursed directly to them due to the delay in the ability to sale homes and complete amenities. The Development Agreement requires that 24 homes and all amenities be completed before bonds will be sold for the PID, currently the developer is working on building homes following the electrical to the development being completed, and amenities are pending. This is a deviation from our current process since assessments have been levied in anticipation of the bond sale that was not able to be completed.

The release of the of the first year of assessment will be included in the not-to-exceed reimbursement total of \$9,000,000 and lower the amount that will be bonded and reimbursed to the developer. By approving this we are allowing the developer to access their reimbursement earlier since the bonds have not sold and there is no first year bond payment due.

The development of the PID complies with the requirements of the approved Development Agreement as approved by City Council on August 15, 2022, including the equivalent tax rate of \$0.72 per \$100 of assessed value.

PID Eligible Required Improvements	Non-PID Eligible Required Improvements
Paving	Paving (above the eligible reimbursement)
Water Distribution	Drainage (above the eligible reimbursement)

Sanitary Sewer	Softscapes (grading, drainage, irrigation & foliage)
Drainage	Hardscapes (concrete walks, playground, outdoor fitness stations & fencing)
Clearing & grubbing	Soft Cost (above the eligible reimbursement)
Detention & Grading	
Soft Cost (includes studies, review fees & permits)	

Origination: Project Management

Recommendation:

Staff recommends approving Resolution Number 2024-12 and authorizing the execution of the Amended and Restated Reimbursement Agreement for Winfrey Estates, Public Improvement District Number 12.

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

FUNDING (IF APPLICABLE)

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

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

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

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

RESOLUTION NO. 2024-12

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS APPROVING A FIRST AMENDMENT TO
THE AMENDED AND RESTATED REIMBURSEMENT
AGREEMENT RELATING TO THE WINFREY ESTATES PUBLIC
IMPROVEMENT DISTRICT.**

* * * * *

WHEREAS, on August 15, 2022 the City Council passed and approved a resolution creating the Winfrey Estates Public Improvement District (the “District”) covering approximately 34.4945 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in accordance with that certain “Winfrey Estates Development Agreement,” executed by and between the Developer, and the City effective April 18, 2022 (the “Development Agreement”); and

WHEREAS, the District Property is being developed and special assessments will be levied against the Assessed Property (as to be defined in the SAP) within the District Property to pay the costs of certain authorized public improvements that confer a special benefit on the Assessed Property within the District Property; and

WHEREAS, CHTA Development, Inc. a Texas corporation (the “Developer”) is the developer of the District Property; and

WHEREAS, from revenues received from assessments levied on property within each improvement area or phase of the District Property and pursuant to a service and assessment plan, (the “SAP) the City intends to reimburse the Developer for all of a portion of the costs of certain public

improvements (the “Authorized Improvements”) within the District; and

WHEREAS, the Developer and the City previously entered into an amended and restated reimbursement agreement (the “Amended and Restated Reimbursement Agreement”) to reflect the amount of reimbursement to the Developer as set forth in the Service and Assessment Plan; and

WHEREAS, the Developer and the City now desire to approve an amendment to the Amended and Restated Reimbursement Agreement (the “First Amendment”) to memorialize a change in timing of certain reimbursements for the costs of the Authorized Improvements; **NOW, THEREFORE**

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

SECTION 1. The capitalized terms defined in the recitals to this Resolution are hereby approved and adopted as a part of this Resolution. Capitalized terms not herein defined are defined in the Amended and Restated Reimbursement Agreement, First Amendment, or in the SAP.

SECTION 2. The City Council hereby approves the First Amendment to the Amended and Restated Reimbursement Agreement in substantially the form attached hereto as **Exhibit A**, with such changes as may be approved by the City Manager and authorizes the Mayor to execute and the City Secretary to attest such Agreement.

SECTION 3. This resolution shall take effect immediately from and after its passage by the City Council of the City.

PASSED, APPROVED, AND RESOLVED this 4th day of March 2024.

Lori Klein Quinn
Mayor

ATTEST:

Tracylynn Garcia
City Secretary

**FIRST AMENDMENT TO THE AMENDED AND RESTATED WINFREY ESTATES
PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT**

This First Amendment to the Amended and Restated Winfrey Estates Public Improvement District Reimbursement Agreement (this "First Amendment") is entered into effective as of February 26, 2024, by and between CHTA Development, Inc., a Texas corporation (the "Developer") and the City of Tomball, Texas (the "City"), a municipal corporation of the State of Texas. The Developer and the City may be referred to collectively herein as the "Parties," and each may be referred to individually as a "Party".

RECITALS:

WHEREAS, the Developer and the City entered into that certain Winfrey Estates Public Improvement District Reimbursement Agreement, dated effective as of October 17, 2022 ("Original Agreement"); and

WHEREAS, the Developer and the City entered into that certain Amended and Restated Winfrey Estates Public Improvement District Reimbursement Agreement, dated effective as of July 17, 2023 amending, restating and replacing the Original Agreement (the "Amended and Restated Agreement"); and

WHEREAS, the Parties desire to amend the Amended and Restated Agreement to allow payments of Assessments received by the City on or about January 31, 2024 to be paid to Developer to reimburse Public Improvement Costs earlier than otherwise allowed under the Original Agreement.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, benefits, and obligations hereinafter set forth, the Parties hereby agree that the Amended and Restated Agreement is amended as follows:

AGREEMENT:

1. Amendment: Section 7 of the Amended and Restated Agreement, is hereby amended and restated as follows:

"Payment of amounts due pursuant to this Reimbursement Agreement shall be after the City's acceptance of the Public Improvements and completion of the Amenities (as defined in the Development Agreement) and submittal of sufficient documentation as reasonably determined by the City's PID Administrator that reflect the Public Improvement Costs paid by Developer (a "Reimbursement Request") in substantially the form attached hereto as Exhibit A as may be modified by the City's PID administrator. Upon the issuance of Future Bonds, payment of the Public Improvement Costs shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture. Upon the issuance of Future Bonds, payment of the Public Improvement Costs shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture. Notwithstanding the preceding, reimbursement payments for the reimbursement of Public Improvement Costs incurred by the Developer, shall be paid from the proceeds of the Assessments due on January 31, 2024 that were paid by the Developer with respect to property owned by the Developer within the District. Such reimbursement payments shall be made promptly after receipt by the City of such Assessments (and before the Amenities are completed) after the City receives, processes and approves a Reimbursement Request for such monies.

2. Limited Amendment: Except as expressly amended by this First Amendment, all other terms and conditions of the Amended and Restated Agreement shall remain in full force and effect. In the event of any inconsistency between any term or provision of the Amended and Restated Agreement and any term or provision of this First Amendment, the terms and provisions of this First Amendment shall govern and control for all purposes and respects and the Amended and Restated Agreement shall be deemed amended so as to be consistent herewith.

3. Capitalized Terms: Capitalized terms contained herein shall have the meanings given to them in the Amended and Restated Agreement or in the Winfrey Estates Public Improvement District Service And Assessment Plan, unless otherwise specifically provided herein.

4. Counterparts: This First Amendment may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one instrument and agreement. A copy of an executed counterpart delivered by telecopy or PDF shall bind the Party executing that counterpart.

5. Statutory Verifications: The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into the First Amendment. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of the Amended and Restated Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of the Amended and Restated Agreement notwithstanding anything in the Amended and Restated Agreement to the contrary. Notwithstanding anything contained herein, the representations and covenants contained in this Section shall survive termination of the Reimbursement Agreement until the statute of limitations has run.

(a) Not a Sanctioned Company: The Developer represent that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel: The Developer hereby verify that it and its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of the Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities: The Developer hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided

in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies: The Developer hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of the date and year first written above.

THE DEVELOPER

CHTA Development, Inc.,
a Texas corporation

By: 

Name: Eric Hymowitz

Title: President

[Signature page continues to the next page]

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: March 4, 2024

Topic:

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

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

Background:

Origination: David Esquivel, City Manager

Recommendation:

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