

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



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

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, November 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: 846 8055 3538 Passcode: 655827. 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 Chaplain Steve Allison with VFW Post 2427
- 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. Presentations
 - 1. Presentation of donated funds from Resale with a Purpose to Tomball Fire Department and Explorer Post #5451 for the 2024 Holiday Heroes Event.
 - 2. Proclamation – 2024 Excellence in Tomball Economic Development Day
- F. Reports and Announcements

1. Announcements

I. Upcoming Events:

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

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

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

November 23, 2024 – 59th Annual Tomball Holiday Parade 10 a.m. to
noon on Main St.

G. Old Business

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

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

1. Approve Minutes of the October 21, 2024, Special and Regular City Council meetings.

2. Approve the purchase of a vehicle from Silsbee Toyota through TIPS Cooperative Purchasing Network (Contract #210907) for a not-to-exceed amount of \$35,411.25, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase.

3. Approve a contract with Weisinger Incorporated for the Pine Street Water Well 2 Rehabilitation through a BuyBoard Contract (Contract No. 672-22) for a not-to-exceed amount of \$440,560, approves 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 2024-2025 Budget as part of the 2025-2029 Capital Improvement Project Plan.

4. Approve a contract with Weisinger Incorporated for the FM 2920 Water Well 5 Rehabilitation through a BuyBoard Contract (Contract No. 672-22) for a not-to-exceed amount of \$387,160, approves 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 2024-2025 Budget as part of the 2025-2029 Capital Improvement Project Plan.
5. Approve Resolution Number 2024-38, a Resolution of the City Council of the City of Tomball, Texas approving a Reimbursement Agreement relating to the Wood Leaf Public Improvement District Number 11 – Improvement Area #3 (IA3).
6. Approve a contract with Zone Industries, Co. to complete oxidation disc rotor repairs through a BuyBoard Contract (Contract No. 672-22) for a not-to-exceed amount of \$52,220.00 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 2024-2025 Budget.
7. Approve the purchase of supplies and materials from Amazon Capital Services, Inc. through the OMNIA Partners Cooperative (Contract # R-TC-17006) for a not-to-exceed amount of \$150,000, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2024-2025 budget.
8. Approve an agreement with Kelley Moore for the provision of employee development training, workshops, curriculum and consulting sessions for City personnel, for a not-to-exceed amount of \$51,000, 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 2024-2025 budget.

I. New Business

1. Appoint member to Business Position 5, whose term will begin on 12/5/2024, to the Tourism Advisory Committee.
2. Appoint member to Hotel Position 9, whose term expires 12/5/2025, to the Tourism Advisory Committee.
3. Appoint member to Regular Position 4, whose term expires 3/2/2026, to the Board of Adjustments.

4. Conduct Public Hearing for the Purpose of Considering the Following Proposed Annexation: *Being 11.40 acres (496,734 square feet) tract of land situated in the John Edwards Survey, Abstract No. 20 and Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, being a portion of a called 18.739-acres recorded under County Clerk's File No. (C.C.F. No.) RP-2017- 242129, Official Public Records, Harris County, Texas (O.P.R.H.C.T.)*

Adopt, on First Reading, Ordinance No. 2024-36, an Ordinance granting the request for annexation of a certain tract of land being 11.40 acres (496,734 square feet) tract of land situated in the John Edwards Survey, Abstract No. 20 and Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, being a portion of a called 18.739 acres recorded under County Clerk's File No. (C.C.F.No.) RP-2017-242129, Official Public Records, Harris County, Texas (O.P.R.H.C.T.); providing for a service plan; providing for severability.

5. Conduct a public hearing and consideration to approve **Zoning Case Z24-15:** Request by International Commercial Development Enterprise LLC, represented by Ernesto Quintanilla, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 11.40 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the Duplex Residential (D) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2024-30, an Ordinance of the City of Tomball, Texas, amending Chapter 50 by rezoning approximately 11.40 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the Duplex Residential (D) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

6. Conduct Public Hearing for the Purpose of Considering the Following Proposed Annexation: *Being 4.339 acres (189,008 square feet) tract of land situated in the John Edwards Survey, Abstract No. 20 and Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, being a portion of a called 18.739-acres recorded under County Clerk's File No. (C.C.F. No.) RP-2017- 242129, Official Public Records, Harris County, Texas (O.P.R.H.C.T.)*

Adopt, on First Reading, Ordinance No. 2024-37, an Ordinance granting the request for annexation of a certain tract of land being 4.339 acres (189,008 square feet) tract of land situated in the John Edwards Survey, Abstract No. 20 and Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, being a portion of a called 18.739 acres recorded under County Clerk's File No. (C.C.F.No.) RP-2017-242129, Official Public Records, Harris County, Texas (O.P.R.H.C.T.); providing for a service plan; providing for severability.

7. Conduct a public hearing and consideration to approve **Zoning Case Z24-14:** Request by International Commercial Development Enterprise LLC, represented by Ernesto Quintanilla, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 4.339 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the General Retail (GR) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2024-29, an Ordinance of the City of Tomball, Texas, amending Chapter 50 of the Tomball Code of Ordinances by rezoning approximately 4.339 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the General Retail (GR) zoning district. The property is located at 16000 FM 2920 Road 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.

8. Authorize the City Manager to execute a Consent and Waiver on behalf of the City of Tomball with KS State Bank for the Tomball.
9. Presentation and discussion regarding the status of the American Rescue Plan Act (ARPA) funds, and possible action for proposed direction for the remaining allocation of ARPA funds.
10. Approval of Revisions to the City of Tomball's Employee Handbook.
11. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

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

Sec. 551.072 – Deliberations regarding Real Property

J. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 1st day of November 2024 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia

Tracylynn Garcia, TRMC, MMC, CPM
City Secretary

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 4, 2024

Topic:

Presentation of donated funds from Resale with a Purpose to Tomball Fire Department and Explorer Post #5451 for the 2024 Holiday Heroes Event.

Background:

Presentation by Resale with a Purpose to the Tomball Fire Department and Explorer Post #5451 in the amount of \$10,000.00 for each organization to be utilized for the 2024 Holiday Heroes Event.

Origination: Police Department

Recommendation:

N/A

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Jeffrey Bert 10/24/2024 Approved by _____
Staff Member Date City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 4, 2024

Topic:

Proclamation – 2024 Excellence in Tomball Economic Development Day

Background:

Origination: Mayor

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 4, 2024

Topic:

Upcoming Events:

- November 9, 2024 – 2nd Saturday 4 p.m. – 8 p.m. @ Depot
- November 14, 2024 – Mayor’s Holiday Kaffeeklatsch 11:30 a.m. – 1 p.m. @ Community Center
- November 16, 2024 – Depot Day Fall Fest 11 a.m. – 6 p.m. @ Depot
- November 23, 2024 – 59th Annual Tomball Holiday Parade 10 a.m. to noon on Main St.

Background:

Origination: Marketing Department

Recommendation:

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

Chrislord Templonuevo, Marketing Director

FUNDING (IF APPLICABLE)

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

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

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

Signed _____
Staff Member Date

Approved by _____
City Manager Date

City Council Agenda Item Data Sheet

Meeting Date: November 4, 2024

Topic:

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

Background:

Public Hearing was held during the October 21, 2024, Regular City Council meeting.

On October 14th, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. Other than the applicant, no individuals from the public spoke regarding the case. The Planning & Zoning Commission had no questions for the applicant nor staff and the rezoning case was approved with a 4-0 vote. Commissioner Ross did not attend the meeting and had an excused absence.

Origination: Mike Matheson

Recommendation: Approval

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

FUNDING (IF APPLICABLE)

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

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

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

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

ORDINANCE NO. 2024-31

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 1.0402 ACRES OF LAND LEGALLY DESCRIBED AS BEING LOT 72, BLOCK 1 OF ACQUEST TOMBALL, REPLAT NO. 1 FROM THE OFFICE (O) DISTRICT TO THE GENERAL RETAIL (GR) DISTRICT. THE PROPERTY IS LOCATED AT 1211 RUDEL DRIVE, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Red Grip, LLC, represented by Mike Matheson, has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball, Replat No. 1, within the City of Tomball, Harris County, Texas (the “Property”), from the Office District to General Retail District; and

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

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

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

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

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

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

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

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

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impa

or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

FIRST READING:

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

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

SECOND READING:

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

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

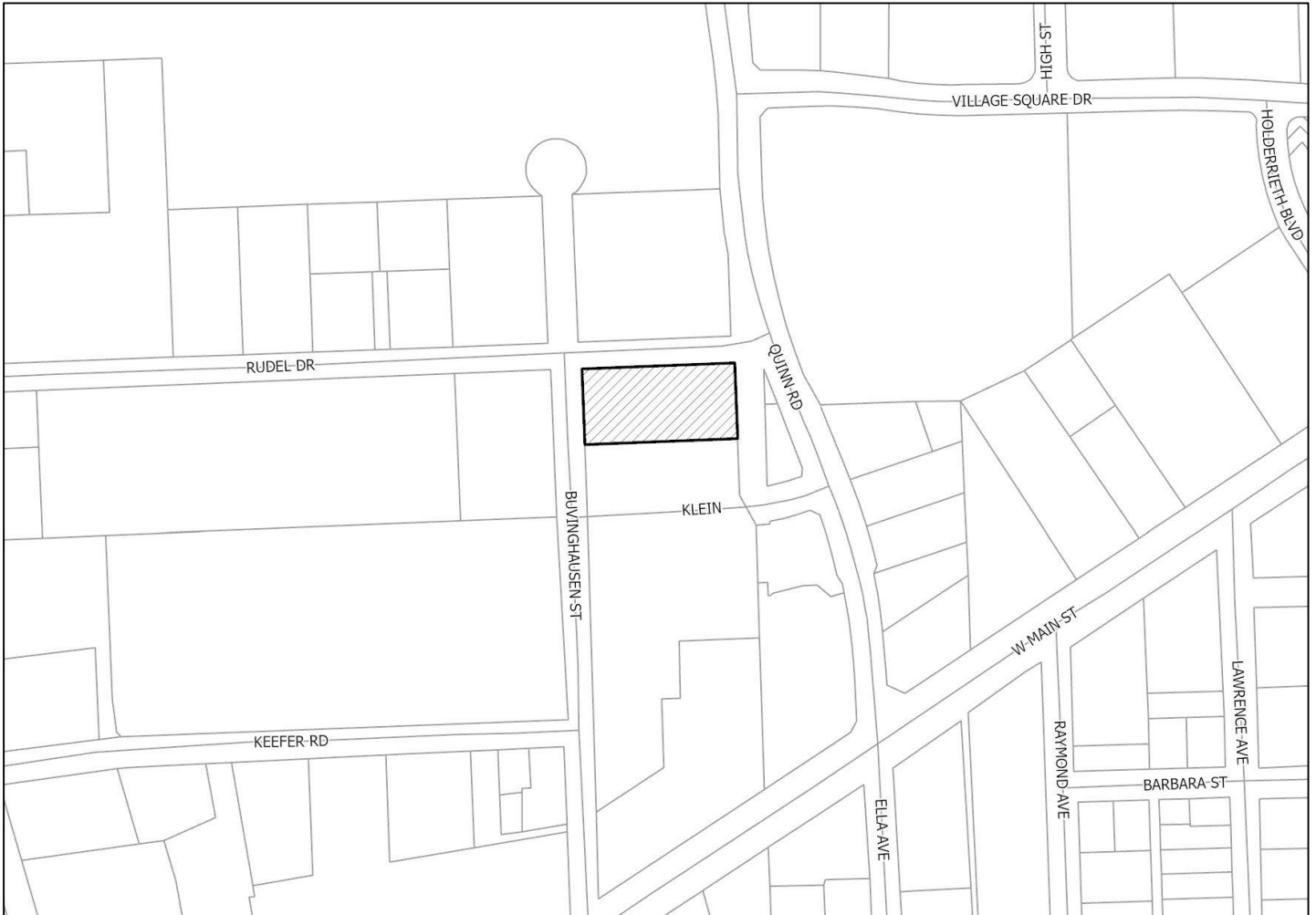
LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary

Exhibit "A"

Location: 1211 Rudel Drive, within the City of Tomball, Harris County, Texas.



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
OCTOBER 14, 2024
&
CITY COUNCIL
OCTOBER 21, 2024**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 14, 2024 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, October 21, 2024 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

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

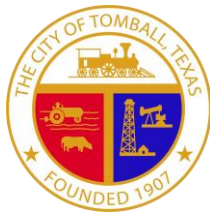
At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative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

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 11th day of October 2024 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley
Benjamin Lashley
Assistant City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z24-16

9/24/2024

The Planning & Zoning Commission will hold a public hearing on **October 14, 2024 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Mike Matheson, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No.1 from Office (O) to the General Retail (GR) zoning district. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas.

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

The attached map shows the area of this request. Only that area which is highlighted in green on the map is being considered for **re-zoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **October 21, 2024 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

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

CASE #: Z24-16

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

Name:
Parcel I.D.:
Address:

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

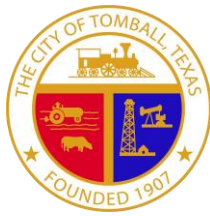
Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: _____



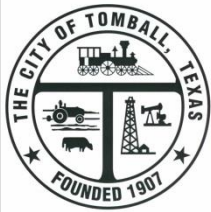
City of Tomball
Community Development Department

Z24-16



Notification Boundary





**Rezoning
Staff Report**

Planning & Zoning Commission Public Hearing Date: October 14, 2024
City Council Public Hearing Date: October 21, 2024

Rezoning Case: Z24-16
Property Owner(s): Red Grip LLC
Applicant(s): Mike Matheson
Legal Description: Lot 72, Block 1 of Acquest Tomball Replat No.1
Location: 1211 Rudel Drive (Exhibit "A")
Area: 1.0402 acres
Comp Plan Designation: Neighborhood Commercial (Exhibit "B")
Present Zoning: Office (O) District (Exhibit "C")
Request: Rezone from the Office (O) to the General Retail (GR) District
Adjacent Zoning & Land Uses:
North: Old Town & Mixed Use (OT&MU) / Tomball Fire Station 1
South: Commercial (C) / VA Tomball Outpatient Clinic
East: Multi-Family Residential (MF) and Commercial (C) / Fountains of Tomball Apartments and medical offices
West: Multi-Family Residential (MF) / Rudel Crossing Apartments

BACKGROUND

The subject property is currently undeveloped, however, it is nearing completion of the city permitting process for the construction of two 4,764 square foot office buildings. This property was rezoned from the Commercial (C) zoning district to the Office (O) zoning district in June of 2023 with the goal of subdividing the property into two separate lots. The applicant now desires to keep the property as one lot and wishes to expand the properties potential tenant options by rezoning to the General Retail (GR) zoning district.

ANALYSIS

Comprehensive Plan Recommendation: The property is designated as “Neighborhood Commercial” by the Comprehensive Plans Future Land Use Map. This Neighborhood Commercial category is intended for commercial uses that are developed with the appropriate context, scale, and design to complement residential development. These areas are intended to be accessible by both vehicles and pedestrians.

According to the Comprehensive Plan, land uses should consist of restaurants, retail, professional services, clinics, and offices. Appropriate secondary uses may include places of assembly or event venues, local utility services, and government facilities.

The Comprehensive Plan identifies the Office (O) zoning district and General Retail (GR) zoning district as compatible with the Neighborhood Commercial designation.

The Comprehensive Plan states that Neighborhood Commercial developments should be located adjacent to collector streets or greater functional classification.

Staff Review Comments:

The request to rezone into the General Retail (GR) zoning District is in conformance with the Future Land Use Plan. The approval of the requested zoning will promote a new development that is consistent with the type of development patterns and character endorsed by the Comprehensive Plan for this area.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on September 24, 2024. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z24-16.

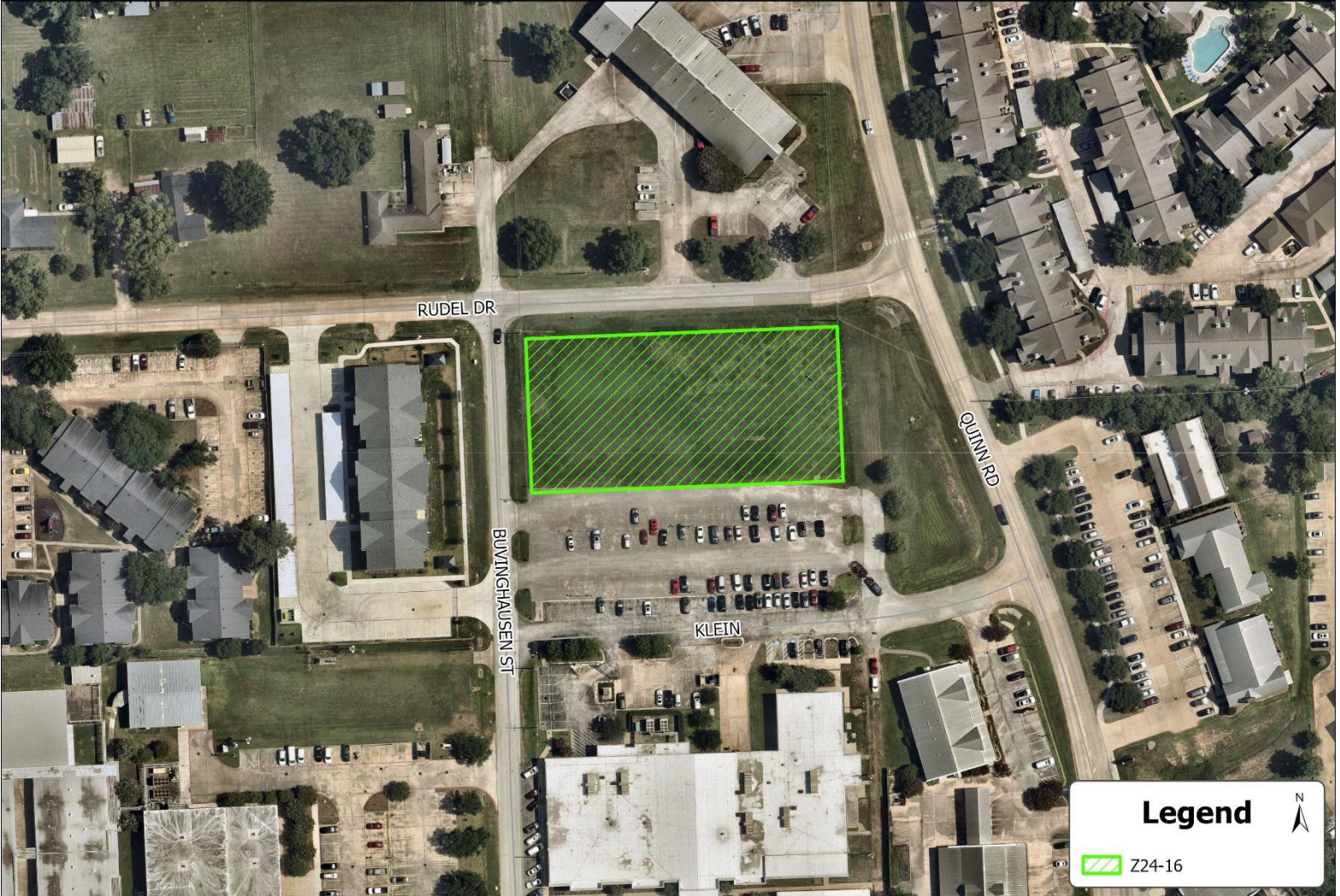
EXHIBITS

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

Exhibit "A"
Aerial Location Map



Location



Legend 

 Z24-16

Exhibit "B"
Future Land Use Plan



Future Land Use

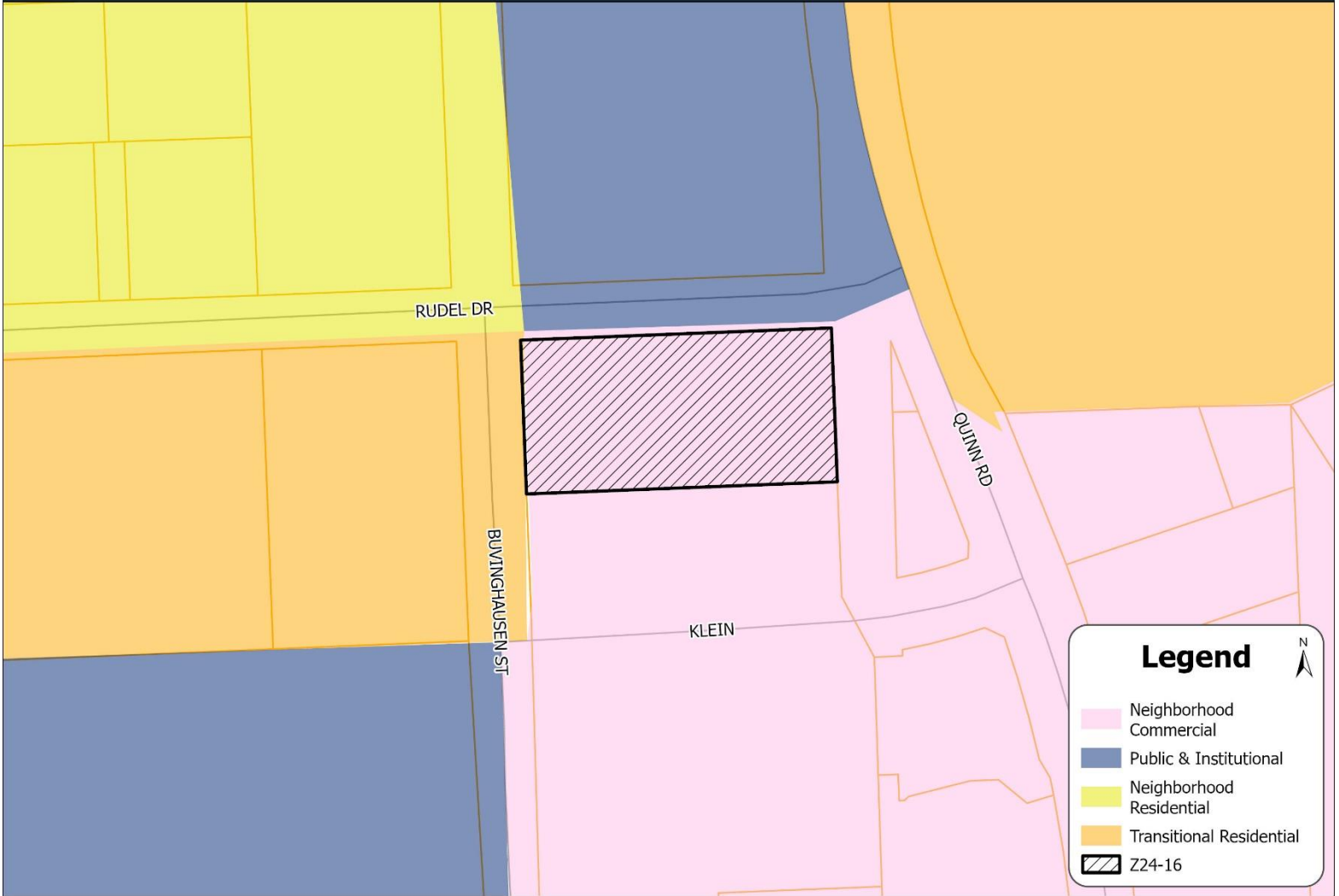


Exhibit "C"
Zoning Map



Zoning

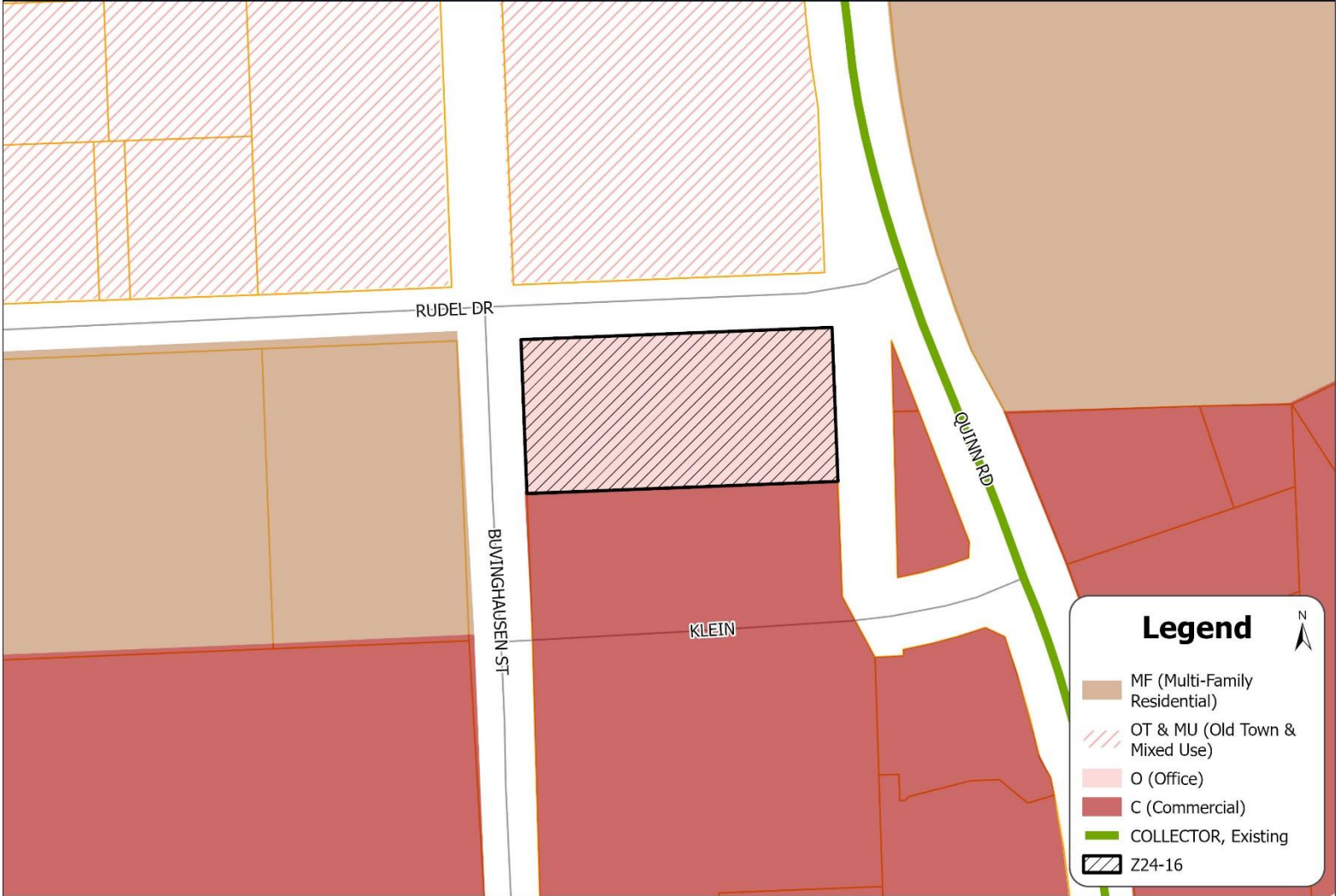


Exhibit "D"
Site Photo(s)

Subject Site



Subject Site



Neighbor (North)



Neighbor (South)



Neighbor (East)



Neighbor (West)



Exhibit "E"
Rezoning Application

Revised 5/19/15



APPLICATION FOR REZONING
Community Development Department
Planning Division

APPLICATION SUBMITTAL: Applications will be *conditionally* accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

Applicant

Name: Mike Metherton Title: Owner
Mailing Address: 14315 Arlington Pl, Cypress City: Cypress State: Tx
Zip: 77429
Phone: (281) 658-7526 Fax: () Email: info@redgrip11.com

Owner

Name: Same as applicant Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____
Phone: () _____ Fax: () _____ Email: _____

Engineer/Surveyor (if applicable)

Name: N/A Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____
Phone: () _____ Fax: () _____ Email: _____

Description of Proposed Project: 2 4,620 sq ft Buildings, 1 is a Daycare

Physical Location of Property: 1211 Radel Rd, Corner of Quinn & Radel
[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: Lot 72 Block 1, Arquest Tomball
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Office (We rezoned to office from commercial)

Current Use of Property: Currently vacant

Proposed Zoning District: Zone back to commercial again General Retail (MG)

Proposed Use of Property: Daycare/Early Learning Facility

HCAD Identification Number: 1333950020001 Acreage: 1.04

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

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

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

X Michael Matheson 8-19-24
Signature of Applicant Date

X Michael Matheson 8-19-24
Signature of Owner Date

Submittal Requirements

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

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

- **Application Fee: \$1,000.00 (standard zoning) or \$1,500.00 (PD zoning)**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

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

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

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

Application Process

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

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

Re-Zoning 1211 Rudel

August 20th, 2024

Dear Members of the Planning and Zoning Commission,

I am writing to request that the 1.04 acres at the corner of Quinn and Rudel Road be re-zoned to be General Retail to accommodate a Daycare/Early Learning facility for one of our two buildings that will be going up. We purchased the land originally when it was zoned as Commercial however we re-zoned the property to office because we were going to re-plot the property and needed the smaller minimum lot size width requirements. We ended up not re-platting due to the complexity and timing of the re-plot process. We have advised the City Planning department to see how we should move forward with the zoning that makes the most sense and General Retail was advised that allows for Daycare as well as allows for some flexibility for the 2nd building since we are not 100% sure what will be in that building yet.

The Daycare owners' hand I have met with the TEDC and done a Pre-development meeting with Tomball who advised to seek the re-zoning.

We do not foresee any issues with this re-zoning as we feel that the Daycare will serve the area well when there is a shortage of Daycare facilities. There are three large apartment complexes that surround the property that would be well-served by the Daycare/Early learning facility. The owners of the Daycare have 20 years of experience and have owned 2 different Daycare facilities and they believe that this spot is perfect for their needs.

If you have alternative suggestions regarding this request, please share them with me so we can work together to find a workable and effective solution.

Sincerely, Mike Matheson

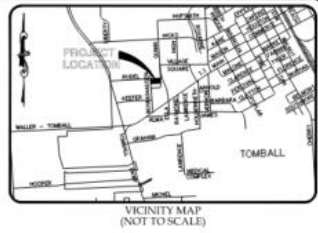
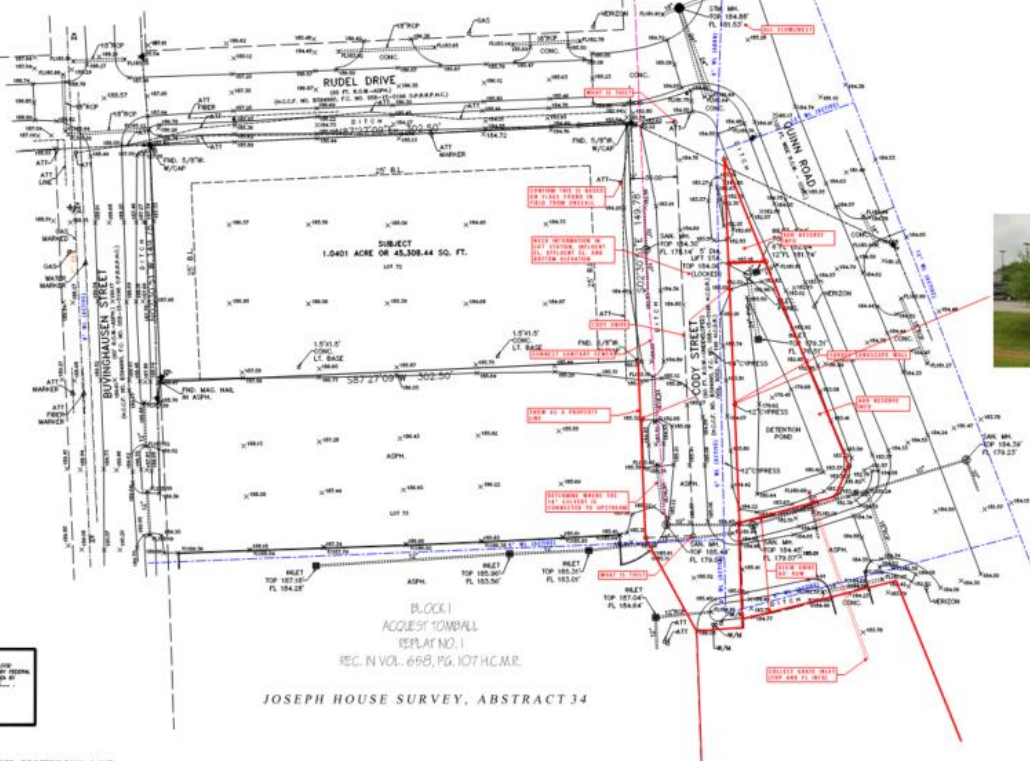
Red Grip LLC

BASE FLOOD: NEAREST 100 YR. AT 179.00 FT.
 USED FLOODPLAIN MAP NO. 100370, EL. 181.83 FT. NUMBER W/2001 ADU, BRASS DISC STAMPING 100370, FROM THE INTERSECTION OF SH 249 AND FM 2920, EAST ALONG FM 2920 0.7 MILES TO BAKER, NORTH ALONG BAKER 0.4 MILES TO WINDO, WEST ALONG WINDO 0.2 MILES TO BENCHMARK ON LEFT.



GENERAL NOTES

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. ALL BEARINGS ARE TRUE BEARINGS.
3. ALL CORNERS ARE TO BE SET AND MARKED AS SHOWN ON THIS SURVEY.
4. ALL DISTANCES ARE TO BE MEASURED AS SHOWN ON THIS SURVEY.
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- NOTES:
- 1) BEARINGS REFERENCED TO STATE OF TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD 83).
 - 2) THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY; IT IS NOT TRANSFERABLE TO ADDITIONAL INSTRUMENTS OF SUBSEQUENT OWNERS.
 - 3) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
 - 4) BUILDER/CONTRACTOR MUST VERIFY ALL BUILDING LINES, EASEMENTS, BUILDING LINE RESTRICTIONS (DEED RESTRICTIONS, ETC.) AND ZONING ORDINANCES, UNDERSTANDS PRELIMINARY, IF ANY, THAT AFFECT SUBJECT PROPERTY, BEFORE STARTING CONSTRUCTION.
 - 5) ADDRESS: 11 WINDO DRIVE, TOMBALL, TEXAS 77375.



THIS SURVEY IS BASED ON SURVEY PLAT NO. 1, REGISTERED IN VOLUME 658, PAGE 107 OF THE HARRIS COUNTY MAP RECORDS IN THE JOSEPH HOUSE SURVEY, ABSTRACT 34.

JOSEPH HOUSE SURVEY, ABSTRACT 34

I, C. PAUL JONES, SR., A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

C. PAUL JONES, SR.
 R.L.S. 5480
 STATE OF TEXAS
 LICENSE/REGISTRATION NO. 10194684



OWNER: KES, INC., LLC
 A TEXAS LIMITED LIABILITY COMPANY
 SURVEYOR: TOMBALL SURVEY, LLC
 C. PAUL JONES, SR., R.L.S. 5480
 P.O. BOX 700
 FROEDERICK, TEXAS 77949
 PHONE: (714) 473-1000
 EMAIL: info@tomballsurvey.com

BOUNDARY & TOPOGRAPHY SURVEY
 OF 1.0401 ACRE OR 45,308.44 SQ. FT. BEING LOT 72, BLOCK 1 OF ACQUEST TOMBALL REPLAT NO. 1, AN ADDITION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 658, PAGE 107 OF THE HARRIS COUNTY MAP RECORDS IN THE JOSEPH HOUSE SURVEY, ABSTRACT 34 HARRIS COUNTY, TEXAS

SCALE: 1" = 30' DATE: SEPTEMBER 9, 2022

METES AND BOUNDS DESCRIPTION OF 1.0401 ACRE TRACT – RED GRIP, LLC, A TEXAS LIMITED LIABILITY COMPANY

A TRACT OR PARCEL OF LAND CONTAINING 1.0401 ACRE BEING LOT 72, BLOCK 1 OF ACQUEST TOMBALL REPLAT NO. 1, AN ADDITION IN HARRIS COUNTY ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 658, PAGE 107 OF THE HARRIS COUNTY MAP RECORDS IN THE JOSPEH HOUSE SURVEY, ABSTRACT 34 IN HARRIS COUNTY, TEXAS, SAID 1.0401 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

BEGINNING at a 3/8 inch iron rod set with cap marking the Northwest corner of the herein described tract being at the intersection of the East right-of-way line of Buvinghausen Street (60 ft. right-of-way) and the South right-of-way line of Rudel Drive (60 ft. right-of-way);

THENCE North 87 degrees 27 minutes 09 seconds East with the Southerly right-of-way line of said Rudel Drive a distance of 302.50 ft. to a 5/8 inch iron rod found with cap at the Northeast corner of the herein described tract being in the West right-of-way line of Cody Drive (undeveloped);

THENCE South 02 degrees 30 minutes 51 seconds East with the West right-of-way line of said Cody Drive a distance of 149.78 ft. to a 5/8 inch iron rod found with cap marking the Southeast corner of the herein described tract and the Northeast corner of Lot 73;

THENCE South 87 degrees 27 minutes 09 seconds West with the division line between Lots 72 and 73 a distance of 302.50 ft. to a mag nail found in asphalt marking the Southwest corner of the herein described tract, the Northwest corner of Lot 73 in the East right-of-way line of said Buvinghausen Street;

THENCE North 02 degrees 30 minutes 51 seconds West with the Easterly right-of-way line of said Buvinghausen Street a distance of 149.78 ft. to the PLACE OF BEGINNING and containing 1.0401 acre of land.



C. Paul Jones, Sr. R.P.L.S. 5480
P.O. Box 701
Friendswood, Texas 77549
Phone: (713)473-3502
Email: info@timelinesurvey.com
Date: May 1, 2023



Re-Zoning 1211 Rudel

August 20th, 2024

Dear Members of the Planning and Zoning Commission,

I am writing to request that the 1.04 acres at the corner of Quinn and Rudel Road be re-zoned to be General Retail to accommodate a Daycare/Early Learning facility for one of our two buildings that will be going up. We purchased the land originally when it was zoned as Commercial however we re-zoned the property to office because we were going to re-plot the property and needed the smaller minimum lot size width requirements. We ended up not re-platting due to the complexity and timing of the re-plot process. We have advised the City Planning department to see how we should move forward with the zoning that makes the most sense and General Retail was advised that allows for Daycare as well as allows for some flexibility for the 2nd building since we are not 100% sure what will be in that building yet.

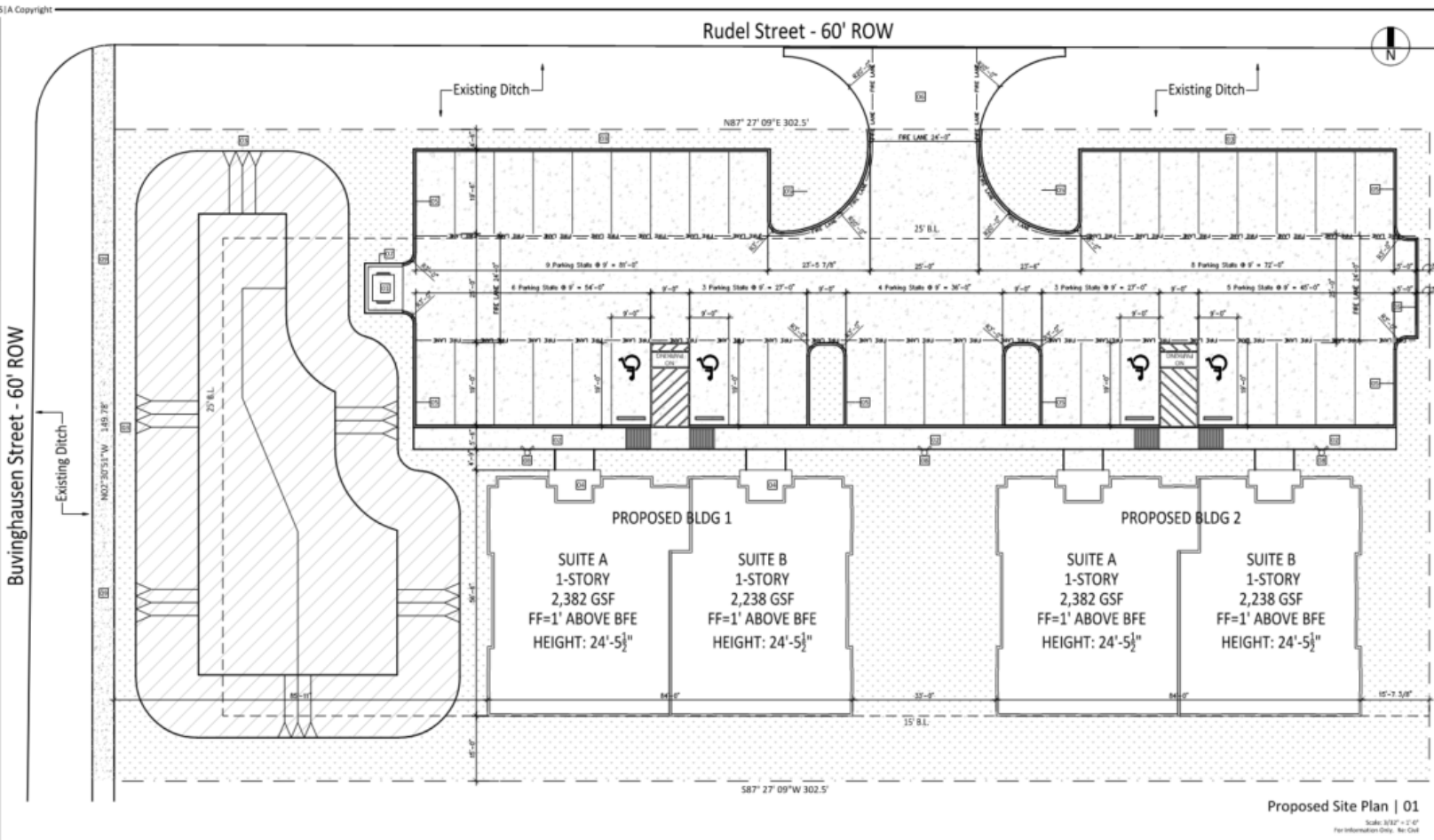
The Daycare owners' hand I have met with the TEDC and done a Pre-development meeting with Tomball who advised to seek the re-zoning.

We do not foresee any issues with this re-zoning as we feel that the Daycare will serve the area well when there is a shortage of Daycare facilities. There are three large apartment complexes that surround the property that would be well-served by the Daycare/Early learning facility. The owners of the Daycare have 20 years of experience and have owned 2 different Daycare facilities and they believe that this spot is perfect for their needs.

If you have alternative suggestions regarding this request, please share them with me so we can work together to find a workable and effective solution.

Sincerely, Mike Matheson

Red Grip LLC



Proposed Site Plan | 01
Scale: 1/8" = 1'-0"
For Information Only - No Bid

**SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN IN FAVOR OF MORTGAGEE**

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

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

UNCONFIRMED COPY

THAT THE UNDERSIGNED, **TOMBALL VA, LLC** (herein called "Grantor"), for and in consideration of the sum of \$10.00 cash and other good and valuable consideration to Grantor in hand paid by **RED GRIP, LLC**, a Texas limited liability company (herein called "Grantee"), whose address is 14315 ARLINGTON PLACE, CYPRESS, TEXAS 77429, the receipt of which is hereby acknowledged, and of further consideration of the execution and delivery by Grantee of that one certain Promissory Note of even date herewith, in the principal sum of **TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00) DOLLARS** (herein called the "Note"), payable to the order of **ALLEGIANCE BANK** (herein called "Mortgagee"), bearing interest from date at the rate specified, and containing provisions for attorney's fees, Mortgagee, at the special instance and request of the Grantee, advanced the sum of said Note as part purchase price for The Land herein conveyed, the receipt of which is hereby acknowledged, Mortgagee is hereby subrogated to all of the rights of Grantor herein; the Vendor's Lien and superior title is hereby expressly transferred to and retained in favor of Mortgagee to secure the payment of the Note, the same as if Mortgagee was the Grantor herein; the Note is further and additionally secured by a Deed of Trust of even date herewith from Grantee to **RAMON A. VITULLI, III, TRUSTEE**, containing provisions for foreclosure under power of sale, to which reference is here made for all purposes;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Grantee all that certain tract or parcel of land and all improvements located thereon (herein called "The Land"), more particularly described as follows:

LOT 71, IN BLOCK 1, OF ACQUEST TOMBALL REPLAT NO. 1, AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN/UNDER VOLUME 658, PAGE 407 OF THE MAP/PLAT RECORDS OF HARRIS COUNTY, TEXAS.

The conveyance is made and accepted subject to the following matters, but only to the extent they are in effect at this time and only to the extent that they relate to The Land: The lien for current ad valorem taxes and maintenance assessments (if any) not in default, land use restrictions, deed restrictions, covenants, easements, outstanding mineral reservations, rights and royalties, if any, shown of record in the above mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, to which The Land is subject.

To have and to hold The Land together with all rights and appurtenances thereto in anywise belonging, subject to the foregoing terms, unto Grantee their heirs, executors, administrators, personal and legal representatives, successors and assigns forever, and Grantor does hereby bind themselves, their heirs, executors, administrators, personal and legal representatives, successors and assigns to warrant and forever defend The Land, subject to the foregoing terms, unto Grantee, their heirs, executors, administrators, personal and legal representatives, successors and assigns, against every person and entity whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor but not otherwise.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the **VENDOR'S LIEN**, including the **SUPERIOR TITLE**, is retained against The Land in favor of Mortgagee, its successors and assigns, until the Note and all accrued interest thereon, and all renewals and/or extensions thereof, together with all interest thereon, is fully paid according to its face and tenor, effect and reading, and together with all additional sums which may become due and payable by the terms of said Note and/or by the terms of the aforesaid Deed of Trust, when this Deed shall become absolute, and Grantor herein transfers unto said Mortgagee, its successors and assigns, the Vendor's Lien and Superior Title to The Land, in the same manner and to the same extent as if the Note had been payable to the order of Grantor and by said Grantor assigned to said Mortgagee without recourse.

Whenever used in this document, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the pronouns of any gender shall include the other genders, including the neuter, and either the singular or plural shall include the other.

STEWART TITLE /48/ JM/1609703

RP-2022-253748

Grantee joins in the execution of this Warranty Deed for the purpose of accepting delivery hereof, and to acknowledge, consent and agree to the terms and conditions of this instrument.

GRANTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OR STATE OF REPAIR OF THE PROPERTY, OR ANY PORTION THEREOF, OR ANY VISIBLE OR HIDDEN DEFECTS IN MATERIAL, WORKMANSHIP OR CAPACITY OF THE PROPERTY, OR ANY PORTION THEREOF, AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE PROPERTY OR ANY PORTION THEREOF, AND THAT THE DELIVERY OF THE PROPERTY IS "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AND THAT GRANTOR HAS DISCLAIMED ANY IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY.

All ad valorem taxes and assessments on the Property have been prorated between the parties hereto as of the date of this Deed, and Grantee assumes liability for the payment thereof and for subsequent years.

EXECUTED THIS THE 11 day of MAY, 2022.

GRANTOR:

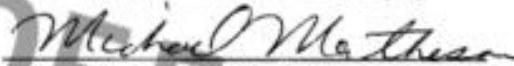
TOMBALL VA, LLC



MICHAEL C. HUNTRESS, MANAGER

GRANTEE:

RED GRIP, LLC, a Texas limited liability company



MICHAEL G. MATHESON, MEMBER



JUAN R. LOZANO, JR., MEMBER

THE STATE OF ~~TEXAS~~ New York

COUNTY OF ~~HARRIS~~ Erie

This instrument was acknowledged before me on the 9th day of MAY, 2022, by MICHAEL C. HUNTRESS, MANAGER of TOMBALL VA, LLC, in the capacity therein stated and on behalf of said limited liability company.



NOTARY PUBLIC, STATE OF NEW YORK

ROBERT J. SCARPELLO
NOTARY PUBLIC - STATE OF NEW YORK
No. 02SC6341463
Qualified in Erie County
My Commission Expires May 2, 2024

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 11th day of MAY, 2022, by MICHAEL G. MATHESON and JUAN R. LOZANO, JR., MEMBERS of RED GRIP, LLC, a Texas limited liability company, in the capacity therein stated and on behalf of said limited liability company.

 JANE K. MATHESON
Notary Public, State of Texas
Commission Expires 01-21-2024
Notary ID 360782-2


NOTARY PUBLIC, STATE OF TEXAS

RP-2022-253748

UNOFFICIAL COPY

RP-2022-253748

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Pages 3

05/13/2022 01:08 PM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees \$22.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Tenesha Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 4, 2024

Topic:

Approve Minutes of the October 21, 2024, Special and Regular City Council meetings.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

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

FUNDING (IF APPLICABLE)

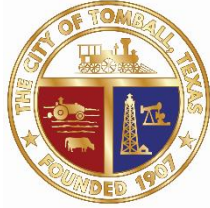
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

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



**Monday, October 21, 2024
5:00 PM**

- A. Mayor L. Klein-Quinn called the meeting of the City of Tomball Council to order at 5:01 P.M.

PRESENT

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

OTHERS PRESENT

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Secretary - Tracy Garcia
City Attorney - Loren Smith
Director of Community Development - Craig Meyers
Human Resources Director - Kristie Lewis
Fire Chief - Joe Sykora
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
IT Director - Tom Wilson
Director of Marketing & Tourism - Chrislord Templonuevo
Police Lieutenant - Albert Chambers
Assistant Fire Chief/Fire Marshal - Jeff Cook
Director of Special Projects - Luisa Taylor
Records Specialist - Fae Morris
Project Manager - Meagan Mageo

- B. Public Comments and Receipt of Petitions

No public comments were received.

- C. New Business

1. **Proposed November 4, 2024 Agenda items:**

1. Discuss Interlocal Agreement for Fire Apparatus Maintenance Services with Harris County ESD #16.
2. Discuss an agreement with Westwood for the design of Tomball Entry Monuments for \$52,000
3. Discuss Employee Handbook Policies additions and revisions
4. Discuss leadership training series contract approval
5. Discuss contract to repair aeration equipment for the SWWTP
6. Discuss contract for FirstNet services - IT
7. Discuss contract for Cyber-one - IT
8. Discuss Rezoning of 11.40 and 4.339 ac. tracts at 16000 FM 2920
9. Discuss annexation of 11.40 and 4.339 ac. tracts at 16000 FM 2920

2. General Discussion:

1. Discuss a proposed Council ethics policy
2. Discuss amendments to Council reimbursement policy
3. Discuss future workshop items
4. Discuss proposed tree preservation and new development buffer

3. Discuss future workshop topics

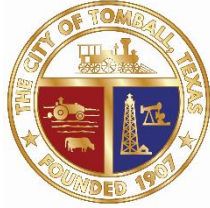
D. Meeting Adjourned: 5:52 P.M.

PASSED AND APPROVED this 4th day of November 2024.

Tracylynn Garcia
City Secretary, TRMC, MMC, CPM

Lori Klein Quinn
Mayor

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



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

- A. Mayor L. Klein-Quinn called the meeting of the City of Tomball Council to order at 6:15 P.M.

PRESENT

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

OTHERS PRESENT

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Secretary - Tracy Garcia
City Attorney - Loren Smith
Director of Community Development - Craig Meyers
Human Resources Director - Kristie Lewis
Fire Chief - Joe Sykora
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
IT Director - Tom Wilson
Director of Marketing & Tourism - Chrislord Templonuevo
Police Lieutenant - Albert Chambers
Assistant Fire Chief/Fire Marshal - Jeff Cook
Director of Special Projects - Luisa Taylor
Records Specialist - Fae Morris
Project Manager - Meagan Mageo

- B. Invocation - Led by Pastor Adam McIntosh with St. David's Church
C. Pledges to U.S. and Texas Flags 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.]*

- | | | |
|---|---|---|
| Bruce Hillegeist
20339 Telge Rd.
Tomball, Texas | - | New Business H 4, 5, 6 and 7 |
| Rayford McCoy
31215 Helen Ln.
Tomball, Texas | - | HOT application for Museum |
| Katie Whisler
606 Carrell St.
Tomball, Texas | - | interest in serving on TAC |
| Lori Ball
13519 Sleepy Ln.
Tomball, Texas | - | interest in serving on TAC |
| Edgar McNutt
31427 Stella Ln.
Tomball, Texas | - | opposition of expansion of Stella Ln. |
| Vic Friday
31503 Capella Cir.
Tomball, Texas | - | opposes replat of 37 homes by Tomball Hills |
| Mark Pauls
31511 Capella Cir.
Tomball, Texas | - | opposes proposed Tomball Hills replat |
| Jeffrey King
31427 Capella Cir.
Tomball, Texas | - | opposes replat of 37 homes by Tomball Hills |
| Brianna Julienne
31307 Antonio Ln.
Tomball, Texas | - | opposes replat of 37 homes by Tomball Hills |

- Larry Metcalf - opposes proposed Tomball Hills replat
31302 Antonio Ln.
Tomball, Texas
- Vernon Piehl - opposes proposed Tomball Hills replat
28111 Linda Ln.
Tomball, Texas
- Cheryl Dubrig - opposes proposed Tomball Hills replat
31227 Antonio Ln.
Tomball, Texas
- Mary Piehl - opposes proposed Tomball Hills replat
28111 Linda Ln.
Tomball, Texas
- Dianna & Randy Boychuck - opposes proposed Tomball Hills replat
31414 Stella Ln.
Tomball, Texas
- Patty Hazlewood - opposes proposed development Tomball
31418 Stella Ln.
Tomball, Texas
- Linda Graves - opposes proposed Tomball Hills replat
31315 Antonia Ln.
Tomball, Texas
- Thomas Julien - opposes proposed Tomball Hills replat
31307 Antonia Ln.
Tomball, Texas
- Josh Eckert - opposes the replat of Stella Ln.
31406 Stella Ln.
Tomball, Texas
- Susan Murrell - opposes Lot 24
31314 Antonia Ln.
Tomball, Texas
- Craig Finch - opposes proposed Tomball Hills replat
31527 Capella Cir.
Tomball, Texas

- Trista Finch - opposes proposed Tomball Hills replat
31527 Capella Cir.
Tomball, Texas
- Joyce Goodwin - opposes proposed development Tomball Hills
31330 Alice Ln.
Tomball, Texas
- Susan Wood - opposes proposed development Tomball Hills
28227 Camille Dr.
Tomball, Texas
- Robert & Jeannie Crippen - opposes proposed development Tomball Hills
28207 Camille Dr.
Tomball, Texas
- Sandy Eckert - opposes proposed Tomball Hills replat & development Tomball Hills Lot 24
31406 Stella Ln.
Tomball, Texas
- Joy Criner - opposes proposed Tomball Hills
31419 Stella Ln.
Tomball, Texas
- Jason Simms - Clayton St. water – city ordinance
518 Clayton St.
Tomball, Texas
- Misty & Tommy Greene - opposes Lot 24 becoming a neighborhood in Tomball Hills
31530 Capella Cir.
Tomball, Texas

E. Reports and Announcements

1. Announcements

I. Upcoming Events:

November 2, 2024 – Tidy Up Tomball 8 a.m. to 11 a.m. @ Tomball Baptist Church

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

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

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

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

1. Approve, on Second Reading, Resolution No. 2024-33-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation’s Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Kara Miles Hair (KMH Studio), LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 22525 Hufsmith-Kohrville Road, Bldg. 1-Suite 1-C, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.
2. Adopt, on Second Reading, Ordinance No. 2024-27, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 5.001 acres of land legally described as being Outlot 281 of the Corrected Map of Tomball Outlots, from the Light Industrial District to the Commercial District. The property is located in the 1000 Block (west side) of South Persimmon Street, within the city of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

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

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

Motion carried unanimously.

G. Old Business

1. Adopt, on Second Reading, Ordinance No. 2024-32, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of \$0.336365/\$100 Value Assessed for the Year 2024 on All Taxable Real and Personal Property Located in the City of

Tomball, Texas; Providing for Penalty, Interest, and Additional Penalty on Taxes Not Timely Paid; and Providing Other Matters Relating to the Subject

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

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

Voting Nay: Council 1 Ford

Motion carried 4 votes Yea, 1 vote Nay.

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

1. Approve Minutes of the October 7, 2024, Special and Regular City Council meetings.
4. Consideration of Application from the Greater Tomball Area Chamber of Commerce for use of FY 2024-2025 Hotel Occupancy Tax Funds for the 2024 Holiday Parade.
5. Consideration of Application from the Greater Tomball Area Chamber of Commerce for use of FY 2024-2025 Hotel Occupancy Tax Funds for the 2025 Tomball Night.
6. Consideration of Application from the Greater Tomball Area Chamber of Commerce for use of FY 2024-2025 Hotel Occupancy Tax Funds for the Visitor Center.
7. Approve supporting the 59th Annual Tomball Holiday Parade to be held in the City of Tomball at 10:00 a.m. on Saturday, November 23, 2024, and to Approve Requested Street Closures and In-Kind Services.
8. Approve supporting the Frost Bank First Responders Luncheon to be held at the Depot in the City of Tomball from 11:30 a.m. to 1:30 p.m. on Thursday, October 24, 2024.
10. Approve a contract with B & C Constructors, LP for the construction and installation of the antique train equipment and required improvements, through a 1GPA Contract (Contract No. 24-06DP-01) for a not-to-exceed amount of

\$102,055, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget to be paid from the American Rescue Plan Act funds.

11. Approve acceptance of a grant award for the CenterPoint Energy Foundation in the amount of \$160,000 to the Tomball Legacy Fund, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement.
12. Approve the purchase of vehicle upfitting and other repairs and maintenance from Dana Safety Supply, Inc. through a BuyBoard Cooperative Purchasing Network (Contract #698-23) for a not-to-exceed amount of \$180,500, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2024-2025 Budget.

Motion made by Council 1 Ford, Seconded by Council 4 Covington to approve New Business Consent agenda items 1, 4 - 8 and items 10 - 12.

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

Motion carried unanimously.

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

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

Craig Bogner - German Heritage Festival

Motion made by Councilman Ford to amend his original motion to approve the application pending the correction of the financial statements provided in the application as well as the number of employees.

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

Motion carried unanimously.

Voting Yea on the amended motion: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

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

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

Motion made by Councilman Ford to amend his original motion to approve the application pending the correction of the financial statements provided in the application as well as the number of employees.

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

Motion carried unanimously.

Voting Yea on the amended motion: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

9. Approve a contract with Hayden Paving, Inc. to complete the parking lot addition at Jerry Matheson Park, through a BuyBoard Contract (Contract No. 700-23) for a not-to-exceed amount of \$64,388, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget and Capital Improvement Plan.

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

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

Motion carried unanimously.

I. New Business

1. Consideration and discussion regarding appointment/reappointment to the Tourism Advisory Committee.

Mayor Klein Quinn reminded the Council that Katie Whisler and Laura Ball had introduced themselves during the Public Comment segment at the beginning of

the meeting. However, Gilianne Bijoux did not, and she came to the podium to introduce herself.

2. Consideration and discussion regarding appointment/reappointment to the Board of Adjustments.
3. Consideration of Application from the Spring Creek County Historical Association for use of FY 2024-2025 Hotel Occupancy Funds for 2024-2025 Operations Activities.

Motion made by Council 5 Parr, Seconded by Council 3 Dunagin.

Motion made by Councilman Parr to amend his original motion to approve the full amount of \$59,000.

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

Motion carried unanimously.

Voting Yea on the amended motion: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

4. Approve Resolution No. 2024-37 Designating Authorized Representatives to Conduct Authorized Participation in TexPool and TexPool Prime on Behalf of the City of Tomball.

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

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

Motion carried unanimously.

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

- Mayor opened the Public Hearing at 7:47 p.m.

Jason Haus (represented the applicant) Red Grip LLC

- Mayor closed the Public Hearing at 7:50 p.m.

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

No action taken.

6. Approve an agreement with Silsbee Toyota, for one Toyota Tacoma through the TIPS Purchasing (Contract TIPS USA #210907 AUTOMOBILES) for a not-to-exceed amount of \$34,411.25 authorize the expenditure of funds therefor and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2024-2025 budget.

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr.

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

Motion carried unanimously.

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

- Sec. 551.071 - Consultation with the City Attorney regarding a Matter that the Attorney's Duty Requires to be Discussed in Closed Session
- Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – City Manager

Executive Session started: 8:03 p.m.

Executive Session ended: 9:30 p.m.

8. Consideration and possible action regarding settlement agreement with Peter and Sylvia Hildrieth.

Motion made by Council 4 Covington, Seconded by Council 5 Parr to accept as discussed.

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

Motion carried unanimously.

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

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr.

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

Motion carried unanimously.

J. Meeting adjourned at 9:33 P.M.

PASSED AND APPROVED this 4th day of November 2024.

Tracylynn Garcia
City Secretary, TRMC, MMC, CPM

Lori Klein Quinn
Mayor

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 4, 2024

Topic:

Approve the purchase of a vehicle from Silsbee Toyota through TIPS Cooperative Purchasing Network (Contract #210907) for a not-to-exceed amount of \$35,411.25, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase.

Background:

The city vehicle #21-146 was involved in an accident that TML insurance deemed a total loss on October 18, 2024. The vehicle is a unmarked detective vehicle with minimal equipment in the vehicle. TML made a payment to the city in the amount of \$14,848 for the vehicle. Funds are available in the Fleet Replacement Fund.

Item	Amount
Silsbee Toyota	\$35,411.25
Insurance Payment for Vehicle	(\$14,848)
Total Expenditure (estimate)	\$20,563.25

Staff is requesting approval of the expenditure request of a not-to-exceed amount of \$20,563.25 for vehicle.

Origination: Police Department

Recommendation:

Staff recommends approving the purchase of vehicle from Silsbee Ford, Inc through TIPS Contract number 210907 for a not-to-exceed of \$20,563.25.

Party(ies) responsible for placing this item on agenda: Brandon Patin, Captain

FUNDING (IF APPLICABLE)

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

Yes: No: If yes, specify Account Number: # 650-651-6405

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

Signed Brandon Patin 10/28/2024 Approved by _____
 Staff Member Date City Manager Date

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	551685
Customer No.	TOMBALLPD

Bill To
TOMBALL POLICE DEPARTMENT 400 Fannin St Tomball, TX 77375

Ship To
(For Pickup) Houston I stall Shop Warehouse 5121 Steadmont Dr Houston, TX 77040

Contact: BRANDON PATIN
 Telephone: 281-351-5451
 E-mail: apayable@tomballtx.gov

Contact: KENNY TAYLOR
 Telephone: 832-540-9161
 E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/11/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO BUYBOARD CONTRACT #698-23 Warehouse: INHO	0.0000	0.00
1	1	N	INFO ' (INVESTIGATOR) Warehouse: INHO	0.0000	0.00
1	1	N	INFO TOMBALL POLICE DEPARTMENT Warehouse: INHO	0.0000	0.00
0	0	N	INFO FRONT Warehouse: INHO	0.0000	0.00
1	1	Y	ENFWB01EFZ SOI, NFLIB, FRNT, 6MOD, 2020-23 PIU W/O76P, RW/BW Warehouse: INHO	763.4700	763.47
2	2	Y	(DRV) D1 2 D1 2 D1 2 D1 2 D1 2 (PAS) R_W R_W R_W B_W B_W B_W Accessories: PNFLBSPLT1 DSC w/ LIN Breakout Box (Included) EMPS1STS4RBW SOI, MPWR FASCIA, 3", STM, BLK HSG, RED/BLU/WHT Warehouse: INHO TOP GRILL CUTOUTS	112.0000	224.00

Print Date	10/11/24
Print Time	12:11:18 PM
Page No.	1

Printed By: Kenny Taylor

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	551685
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston Istdal Shop Warehouse
 5121 Steadmnt Dr
 Houston, TX 77040

Contact: BRANDON PATIN
Telephone: 281-351-5451
E-mail: apayable@tomballtx.gov

Contact: KENNY TAYLOR
Telephone: 832-540-9161
E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/11/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Kenny Taylor		Kenny Taylor-Install Houston	BRANDON PATIN		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: INHO	119.0000	238.00
1	1	Y	BOTTOM GRILL PMPSABK002 SOI MPOWER GRILLE BRACKET ASSEMBLY Warehouse: INHO	50.3200	50.32
2	2	Y	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: INHO	72.6300	145.26
2	2	Y	FRONT HEADLIGHT CORNERS ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: INHO	198.0000	396.00
2	2	Y	100J series composite speaker w/ universal bail brkt-100 watt ETSSVBK01 SOI 2020 FORD PIUT SPEAKER BUMPER MNT BRACKET Warehouse: INHO	25.8200	51.64
0	0	N	INFO SIDE Warehouse: INHO	0.0000	0.00

Print Date	10/11/24
Print Time	12:11:18 PM
Page No.	2

Printed By: Kenny Taylor

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	551685
Customer No.	TOMBALLPD

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 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston I stall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
 Telephone: 281-351-5451
 E-mail: apayable@tomballtx.gov

Contact: KENNY TAYLOR
 Telephone: 832-540-9161
 E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/11/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ENT3B3RBW SOI INTERSECTOR 18-LED SFC MNT,BLK HSG RED/BLUE/WHITE Warehouse: INHO	162.7500	325.50
2	2	Y	PMP2BKUMB4 SOI 2020 PIUT UNDER MIRROR MNT BRACKET, EACH Warehouse: INHO	19.1400	38.28
2	2	Y	EMPSA05C2-J SOI, MPWR FASCIA, 4X2, STM, BLK HSG, RED/BLU Warehouse: INHO	154.0000	308.00
2	2	Y	4"x2" mpower Fascia with Stud Mount 24 LED (Dual) 9-32 Volt SAE with 1.5' Pigtail Black Housing with Clear Lens RED/BLU PMPSAWSSSB SOI 4X2 MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: INHO	13.0000	26.00
2	2	Y	PMP1WSS2B SOI 3" SHROUD NARROW BLACK Warehouse: INHO	11.6700	23.34
2	2	Y	SIDE TRIANGLE WINDOW EMPS1SLS4RBW SOI, MPWR FASCIA, 3", STM, BLK HSG, RED/BLU/WHT Warehouse: INHO	112.0000	224.00
			3" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Tricolor - Red/Blue/White		

Print Date	10/11/24
Print Time	12:11:18 PM
Page No.	3

Printed By: Kenny Taylor

Continued on Next Page

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	551685
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston I stall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
 Telephone: 281-351-5451
 E-mail: apayable@tomballtx.gov

Contact: KENNY TAYLOR
 Telephone: 832-540-9161
 E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/11/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO REAR Warehouse: INHO	0.0000	0.00
1	1	Y	ENFWB01EGZ SOI, NFLIB, REAR, 6MOD, 2020-23 PIU, RA/BA Warehouse: INHO (DRV) D12 D12 D12 D12 D12 D12 (PAS) R_A R_A R_A B_A B_A B_A Accessories: PNFLBSPLT1 DSC w/ LIN Breakout Box (Included)	763.4700	763.47
2	2	Y	EMPS2QMS5RBA SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/AMB Warehouse: INHO LICENSE PLATE	119.0000	238.00
2	2	Y	EMPS2QMS4J SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU Warehouse: INHO INSIDE REAR HATCH. LIGHTS VISIBLE TO REAR WHEN HATCH IS OPEN.	110.0000	220.00
2	2	Y	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: INHO TAIL LAMPS	72.6300	145.26

Print Date	10/11/24
Print Time	12:11:18 PM
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Printed By: Kenny Taylor

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	551685
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston Iстал Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
Telephone: 281-351-5451
E-mail: apayable@tomballtx.gov

Contact: KENNY TAYLOR
Telephone: 832-540-9161
E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/11/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Kenny Taylor	Kenny Taylor-Install Houston	BRANDON PATIN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO INTERIOR/MISC Warehouse: INHO	0.0000	0.00
1	1	Y	ENGSA5200RSP SOI, 500 SERIES PUSHBTN 200W CNTRL, +VOICE PLBK Warehouse: INHO	830.0000	830.00
1	1	Y	ENGSA5200RSP ENGLMK008 SOI BLUEPRINT PIU LINK MICRO KIT Warehouse: INHO	321.5700	321.57
1	1	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: INHO	199.0000	199.00
1	1	Y	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: INHO 18 inch Harness Kit for Remote Node	38.0000	38.00

Print Date	10/11/24
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Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	551685
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston Istall Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
Telephone: 281-351-5451
E-mail: apayable@tomballtx.gov

Contact: KENNY TAYLOR
Telephone: 832-540-9161
E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/11/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Kenny Taylor		Kenny Taylor-Install Houston	BRANDON PATIN		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	EBSDL0002-D SOI, OBSERVE, SMALL FORM DOME LIGHT, 3", R/W Warehouse: INHO	52.0700	52.07
1	1	Y	LIFT GATE INTERIOR CC-UV20-OH TROY OVERHEAD CONSOLE Warehouse: INHO	294.0000	294.00
1	1	Y	FP-SO500-R TROY 500 SERIES REMOTE CONTROLLER FACEPLATE Warehouse: INHO	0.0000	0.00
1	1	Y	PP-FINT-2020-L3-1D-9 PP Level III Single Drawer 9" Poly Vault for 2020 PI V Warehouse: INHO	1,529.5000	1,529.50
1	1	Y	CP-UV20-CARGO-LP Warehouse: INHO	712.5000	712.50
1	1	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: INHO	40.0000	40.00

Print Date	10/11/24
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Printed By: Kenny Taylor

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	551685
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
 400 Fannin St
 Tomball, TX 77375

Ship To

(For Pickup)
 Houston Install Shop Warehouse
 5121 Steadmont Dr
 Houston, TX 77040

Contact: BRANDON PATIN
 Telephone: 281-351-5451
 E-mail: apayable@tomballtx.gov

Contact: KENNY TAYLOR
 Telephone: 832-540-9161
 E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/11/24	GROUND FREIGHT NON	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Kenny Taylor		Kenny Taylor-Install Houston	BRANDON PATIN		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: INHO	50.0000	50.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: INHO LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	350.0000	350.00
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: INHO	2,520.0000	2,520.00

Approved By: _____

Approve All Items & Quantities

Quote Good for 30 Days

Print Date	10/11/24
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Subtotal	11,117.18
Freight	300.00
Order Total	11,417.18

Printed By: Kenny Taylor



PRODUCT PRICING SUMMARY
TIPS USA 210907 AUTOMOBILES
 VENDOR- Silsbee Toyota, 1396 Hwy 327 E., Silsbee TX 77656

End User: CITY OF TOMBALL DETECTIVE
 Contact: _____
 Email: _____
 Product Description: TOYOTA TACOMA DOUBLE CAB

Prepared by: SETH GAMBLIN
 Phone: 512.436.1313
 Email: SGAMBLIN.SILSBEEFLEET@GMA
 Date: October 23, 2024

A. Bid Item: 31

A. Base Price: \$ **29,010.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
7186	TACOMA 2024 CDOUBLE CAB SR				
6ECTI	3.5L V6	\$ 5,975.00			
	2WD				

Total of B. Published Options: \$ **5,975.00**

Published Option Discount (5%) \$ **(298.75)**

C. Unpublished Options

Description	Bid Price	Options	Bid Price
		EXTERIOR -WHITE	
		INTERIOR- GRAY CLOTH	

Total of C. Unpublished Options: \$ **-**

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

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **350.00**

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 99 miles \$ **375.00**

H. Subtotal: \$ **35,411.25**

I. Quantity Ordered 1 x H = \$ **35,411.25**

J. Trade in: _____ \$ **-**

K. Total Purchase Price \$ **35,411.25**

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 4, 2024

Topic:

Approve a contract with Weisinger Incorporated for the Pine Street Water Well 2 Rehabilitation through a BuyBoard Contract (Contract No. 672-22) for a not-to-exceed amount of \$440,560, approves 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 2024-2025 Budget as part of the 2025-2029 Capital Improvement Project Plan.

Background:

Staff initiated a contract for the inspection and analysis of the Pine Street Water Well 2 in December 2023 as part of our on-going comprehensive water well maintenance program. As part of the well-maintenance program, this well was identified as needing routine maintenance and additional repairs due to the mechanical age.

During the inspection that was completed in December 2023, it was recommended that the shaft size be upsized to safely accommodate increased performance as well as repairs to the submersible pump, column assembly, well component cleaning, and other internal component replacement and/or repairs as identified during the rehabilitation to ensure the well is in top operational shape. By completing the recommended rehabilitation, the well would increase the pumping capacity from 1,438 gallons per minute (gpm) to the design flow of 2,000 gpm.

Pine Street Water Well 2 Budget Breakdown		
Element	Budgeted Amount	Contract Amount
Engineering	\$50,000	\$0
Construction	\$500,000	\$440,560

After further review, staff has determined that engineering is not required for this project as Weisinger is highly skilled and able to complete the rehabilitation, repairs, and replacement based on their expertise in the field.

This item authorizes a contract with Weisinger Incorporated to perform the recommended repairs to the Pine Street Water Well 2, plus additive work for mechanical cleaning and chemical cleaning and disinfection, if needed. Repairs are anticipated to be completed within 12 to 15 weeks and Weisinger will work as quickly as possible to ensure that the well is operational before high peak demand season.

Origination: Project Management

Recommendation:

Staff recommends approving a contract with Weisinger Incorporated to perform the recommended repairs to Pine Street Water Well 2 for a not-to-exceed amount of \$440,560.

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: # 400-613-6409

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

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



PO Box 909 • Willis, TX 77378
936-756-7721 • 281-353-8484 • 936-756-7723 fax
www.weisingerinc.com

October 25, 2024

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

Attn: Will Goff, CWP

Ref: City of Tomball Pine St. Well 2 Rehabilitation

Mr. Goff –

As requested, we have prepared a proposal for complete water well and pump rehabilitation for City of Tomball Well 5.

Based on available data and the performance conducted on 12/27/2023 we are recommending pump design conditions of 1600 GPM at 668’ TDH and a pump setting of 640 feet of 10” x 1-15/16” x 3” column assembly (in lieu of 2000 GPM at 550’ TDH and a pump setting of 610 feet of 10” x 1-15/16” x 3” column assembly). The well’s specific capacity does not support a design flow of 2000 GPM.

Please consider the following.

Scope of Service Mobilization, Removal & Inspection of Pumping Equipment.....\$39,590.00

- | | | | | |
|----|--|---|------|--|
| 1. | Mobilize to perform water well rehabilitation operations | 1 | L.S. | |
| 2. | Pull 400HP motor and 610' of 10" x 3" x 1-15/16" column assembly and pump under normal removal procedures, and haul the pumping equipment to Weisinger Incorporated's yard for inspection. | 1 | L.S. | |
| 3. | Perform a TV survey of the well | 1 | Ea. | |

Scope of Service Pumping Equipment\$227,700.00

- | | | | | | |
|----|--|---|------|------------|------------|
| 1. | Furnish 640 ft. of 10" x 3-1/2" x 2-7/16" column assembly with suction pipe and stainless-steel strainer | 1 | L.S. | 136,500.00 | 136,500.00 |
|----|--|---|------|------------|------------|



October 25, 2024
 Attn: Will Goff, CWP
 Ref: City of Tomball Pine St. Well 2 Rehabilitation
 Page --2-

2.	Furnish a new 1,600 GPM at 668' TDH enclosed lineshaft bowl assembly	1	L.S.	44,900.00	44,900.00
3.	Furnish a new 3-gallon epoxy coated oil reservoir complete with immersion heater and lubrication kit	1	L.S.	4,400.00	4,400.00
4.	Furnish 650 feet of new 1/4" stainless steel airline and new water level detection kit	1	L.S.	3,000.00	3,000.00
5.	Sand blast, prime, paint, and re-use the existing fabricated steel discharge head	1	L.S.	2,500.00	2,500.00
6.	Refurbish and re-wind the existing 400 horsepower electric well pump motor.	1	L.S.	22,600.00	22,600.00
7.	Furnish a new 1-15/16" motor drive shaft complete with head shaft nut and gib key	1	L.S.	1,400.00	1,400.00
8.	Furnish a new 1-15/16" x 3" tube tension bearing with O-rings	1	L.S.	1,700.00	1,700.00
9.	Miscellaneous items necessary to make the pumping equipment operational	1	L.S.	2,600.00	2,600.00
10.	Shop labor to assemble the equipment and load for shipment to the job site	1	L.S.	8,100.00	8,100.00

Scope of Service Pump Installation and Start-Up\$35,000.00

1.	Haul the pumping equipment to the well site, set, start-up, and test the pumping equipment	1	L.S.		
2.	Perform bacteriological sampling and analysis	1	L.S.		

Total for the Scope of Services and Materials Outlined Above\$302,290.00

October 25, 2024
 Attn: Will Goff, CWP
 Ref: City of Tomball Pine St. Well 2 Rehabilitation
 Page --3-

Adder for Mechanical Cleaning\$51,410.00

- | | | | |
|----|---|----|-----|
| 1. | Perform wire brushing of the well screens and blank liner (394 total feet from top of screen to sump) | 30 | Hr. |
| 2. | Perform airlift jetting of accumulated debris from the bottom of the well | 30 | Hr. |
| 3. | Perform TV survey of the well | 1 | Ea. |

Adder for Chemical Cleaning and Disinfection.....\$86,860.00

- | | | | |
|----|--|---|------|
| 1. | Perform acid treatment of well screens with 2,700 gallons of hydrochloric acid with inhibitor, mixed with 55 gallons of NW-310 acid enhancer | 1 | L.S. |
| 2. | Perform 400 ppm downhole sodium hypochlorite disinfection treatment in the screened sections of the well | 1 | L.S. |
| 3. | Perform TV survey of the well | 1 | Ea. |

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

Sincerely,



Cristian Rivera



BuyBoard Contract # 672-22

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 4, 2024

Topic:

Approve a contract with Weisinger Incorporated for the FM 2920 Water Well 5 Rehabilitation through a BuyBoard Contract (Contract No. 672-22) for a not-to-exceed amount of \$387,160, approves 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 2024-2025 Budget as part of the 2025-2029 Capital Improvement Project Plan.

Background:

Staff initiated a contract for the inspection and analysis of the FM 2920 Water Well 5 as part of our on-going comprehensive water well maintenance program. As part of the well-maintenance program, this well was identified as needing routine maintenance and additional repairs due to the mechanical age.

During the inspection that was completed in December 2023, it was recommended that the well undergo a full rehabilitation including cleaning, survey, inspection, pump rebuild and/or replacement, motor rebuild and/or replacement, and other internal component replacement and/or repairs as identified during the rehabilitation to ensure the well is in top operational shape.

FM 2920 Water Well 5 Budget Breakdown		
Element	Budgeted Amount	Contract Amount
Engineering	\$50,000	\$0
Construction	\$407,000	\$387,160

After further review, staff has determined that engineering is not required for this project as Weisinger is highly skilled and able to complete the rehabilitation, repairs, and replacement based on their expertise in the field.

This item authorizes a contract with Weisinger Incorporated to perform the recommended repairs to the FM 2920 Water Well 5, plus additive work for treatment of well screens and sodium hypochlorite disinfection treatment, if needed. Repairs are anticipated to be completed within 12 to 15 weeks and Weisinger will work as quickly as possible to ensure that the wells are operational before high peak demand season.

Origination: Project Management

Recommendation:

Staff recommends approving a contract with Weisinger Incorporated to perform the recommended repairs to FM 2920 Water Well 5 for a not-to-exceed amount of \$387,160.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: #400-613-6409

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

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



PO Box 909 • Willis, TX 77378
936-756-7721 • 281-353-8484 • 936-756-7723 fax
www.weisingerinc.com

October 25, 2024

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

Attn: Will Goff, CWP

Ref: City of Tomball Well 5 Rehabilitation

Mr. Goff –

As you requested, we are pleased to provide the following quotation which is in accordance with our understanding of your requirements.

Scope of Services

Pull, Inspection, and Survey \$36,225.00

- Mobilize service rig and crew to pull existing pumping equipment
- Remove the pumping equipment from the well under normal removal procedures
- Haul original pumping equipment to our facility, perform disassembly, inspection, and present a report of our findings
- Perform a TV survey and present a report of findings

Well Rehabilitation \$56,015.00

- Haul work pipe, air compressor, and ancillary equipment necessary for wire brushing and jetting
- Service rig and crew to perform wire-brush operations
- Service rig and crew to jet fill and debris from the bottom of the well
- Perform a TV Survey of the well and present a report of findings

Pumping Equipment

- Furnish 720 ft. of 8" x 3" x 1-15/16" column assembly with suction pipe and stainless steel strainer \$112,255.00
- Furnish a new 700 GPM at 723' TDH enclosed lineshaft bowl assembly \$29,575.00
- Furnish a new 3-gallon epoxy coated oil reservoir complete with immersion heater and lubrication kit \$4,320.00
- Furnish 730 feet of new 1/4" stainless steel airline and new water level detection kit \$3,165.00
- Sand blast, prime, paint, and re-use the existing fabricated steel discharge head \$2,410.00
- Refurbish and re-wind the existing 200 horsepower electric well pump motor. \$17,060.00
- Furnish a new 1-15/16" motor drive shaft complete with head shaft nut and gib key \$1,230.00
- Furnish a new 1-15/16" x 3" tube tension bearing with O-rings \$1,490.00
- Miscellaneous items necessary to make the pumping equipment operational \$2,700.00

Installation \$41,045.00

- Shop labor to assemble and prepare new equipment for shipment
- Haul pumping equipment to the well site
- Service rig and crew to install pumping equipment in the well
- Service Technician to start-up, test the well, and collect (3) bacteriological samples

Total for the Scope of Services and Materials Outlined Above.....\$307,490.00

October 25, 2024
Attn: Will Goff, CWP
Ref: City of Tomball Water Well No. 5 Rehabilitation
Page -2-

Additive Items

- | | | |
|--------|---|-------------|
| 1 L.S. | - Perform acid treatment of well screens with 1,500 gallon of hydrochloric acid with inhibitor, mixed with 25 gallons of NW-310 acid enhancer | \$62,230.00 |
| 1 L.S. | - Perform 400 ppm downhole sodium hypochlorite disinfection treatment in the screened sections of the well | \$17,440.00 |

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

Sincerely,



Cristian Rivera
Weisinger Incorporated



BuyBoard Contract # 672-22

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 4, 2024

Topic:

Approve Resolution Number 2024-38, a Resolution of the City Council of the City of Tomball, Texas approving a Reimbursement Agreement relating to the Wood Leaf Public Improvement District Number 11 – Improvement Area #3 (IA3).

Background:

Resolution Number 2024-38, approves a Reimbursement Agreement for Wood Leaf Improvement Area #3, Public Improvement District 11 (PID 11). This Reimbursement Agreement authorizes the City of Tomball to reimburse the Developer (HMH Tomball Townhomes, LLC) for the PID eligible authorized improvements in Wood Leaf Public Improvement District Improvement Area #3, with a not to exceed amount of \$6,500,000, plus accrued interest, to be paid from assessments levied against properties in Wood Leaf Area #3, PID 11, and pursuant to the forthcoming Service and Assessment Plan (SAP) to be adopted.

Origination: Project Management

Recommendation:

Staff recommends approving Resolution Number 2024-38 and authorizing the execution of a Reimbursement Agreement for Wood Leaf Improvement Area #3, Public Improvement District Number 11.

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
Staff Member _____
Date _____

Approved by _____
City Manager _____
Date _____

RESOLUTION NO. 2024-38

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS APPROVING A REIMBURSEMENT
AGREEMENT RELATING TO THE WOOD LEAF RESERVE
PUBLIC IMPROVEMENT DISTRICT.**

* * * * *

WHEREAS, on January 18, 2021 the City Council of the City of Tomball, Texas (the “City”) passed and approved a resolution amending and restating the resolution creating the Wood Leaf Reserve Public Improvement District (the “District”) covering approximately 90.4 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 “Wood Leaf Reserve Development Agreement,” executed by and between the Developer, and the City effective January 18, 2021, (the “Development Agreement”); and

WHEREAS, the District Property is being developed in improvement areas or phases, and special assessments for each improvement area or phase will be levied against the Assessed Property within such improvement area or phase to pay the costs of certain public improvements that confer a special benefit on the benefitted properties within each improvement area or phase; and

WHEREAS, Chesmar Homes, LLC. a Texas limited liability company (the “Developer”) is the developer of the District Property and is now developing Improvement Area #2 of the District; and

WHEREAS, the City Council intends to pass and approve an ordinance (the “Assessment Ordinance”) which, among other things, will approve a service and assessment plan (the “SAP”) that will levy assessments on assessable property in Improvement Area #3 of the District (the “Assessments”), and establish the dates upon which interest on such Assessments will begin to accrue and collection of such assessments will begin; and

WHEREAS, from revenues received from the Assessments levied on property within Improvement Area #3 of the District and pursuant to the SAP, the City intends to reimburse the Developer for all of a portion of the costs of certain public improvements to be constructed in Improvement Area #3 (the “Improvement Area #3 Public Improvements”) pursuant to and in the manner set forth in the Reimbursement Agreement by and between the Developer and the City (the “Reimbursement Agreement”); and

WHEREAS, the City and the Developer wish to enter into the Reimbursement Agreement to evidence the City’s intention to reimburse the Developer for all or a portion of the costs of the Improvement Area #3 Public Improvements from the Assessments levied on assessable property within Improvement Area #3 of the District;

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 Reimbursement Agreement or in the Service and Assessment Plan.

Section 2. The City Council hereby approves the 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 November 2024.

Lori Klein Quinn
Mayor

ATTEST:

Tracylynn Garcia
City Secretary

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT – IMPROVEMENT AREA #3**

This Wood Leaf Reserve Public Improvement District Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the City of Tomball, Texas (the “City”) and Chesmar Homes, LLC a Texas limited liability company, (the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective as of November 4, 2024 (the “Effective Date”).

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in the Wood Leaf Development Agreement, dated January 18, 2021; and

WHEREAS, on January 18, 2021, the City Council passed and approved a resolution creating the Wood Leaf Reserve Public Improvement District (the “District”) covering approximately 90.4 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 Subchapter A of 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 “Wood Leaf Reserve Development Agreement,” executed by and between the Developer, and the City effective January 18, 2021, (the “Development Agreement”); and

WHEREAS, the District Property is being developed in improvement areas (“Improvement Areas”) and the City intends to levy special assessments for each Improvement Area against the Assessed Property within such Improvement Area to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such Improvement Area; and

WHEREAS, the Developer has begun construction certain of the Authorized Improvements within Improvement Area #3 of the District (the “Improvement Area #3 Projects”) and the City intends to approve an ordinance (the “Assessment Ordinance”) levying assessments in Improvement Area #3 (the “Improvement Area #3 Assessments”) and to approve a service and assessment plan for the District which sets forth the Improvement Area #3 Assessments against all property within Improvement Area #3 (the “Service and Assessment Plan” or “SAP”), the City and the Developer desire to enter into this reimbursement agreement (the “Reimbursement Agreement”) to reflect the amount of reimbursement due to the Developer for the costs of the Improvement Area #3 Projects pursuant to the approved SAP and to express the City’s intent to reimburse the Developer for certain costs of the Improvement Area #3 Projects; and

WHEREAS, all revenue received and collected by the City from the collection of the Improvement Area #3 Assessments and Annual Installments (excluding Delinquent Collection

Costs and Administrative Expenses) (the “Improvement Area #3 Assessment Revenue”) shall be deposited first for the payment of debt service on Improvement Area #3 Bonds issued by the City and second, into an assessment fund and accounts therein for Improvement Area #3, that is segregated from all other funds of the City (the “Reimbursement Fund”); and

WHEREAS, the Improvement Area #3 Assessment Revenue deposited into the Reimbursement Fund shall be used to reimburse Developer and its assigns for the cost of the Improvement Area #3 Projects advanced in a principal amount to be set forth in the SAP, plus interest as set forth herein; and

WHEREAS, the obligations of the City to use the Improvement Area #3 Assessments hereunder is authorized by the PID Act; and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. The City intends to levy Assessments to finance the cost of the Improvement Area #3 Projects and to reimburse the Developer for the costs of such Improvement Area #3 Projects incurred by Developer prior to the levy and/or to pay directly the costs of the Improvement Area #3 Projects.
3. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with the SAP, the City agrees to pay the Developer and the Developer shall be entitled to receive from the City, the amount equal to the actual costs of the Improvement Area #3 Projects paid by the Developer as set forth in the SAP, in accordance with the terms of this Reimbursement Agreement, in a principal amount not to exceed the amount hereafter set forth in the SAP (the “Reimbursement Obligation”), plus interest accrued, as provided in Section 2(a) below. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the “Reimbursement Fund” containing accounts therein for each Improvement Area of development. The Reimbursement Obligation is payable from Improvement Area #3 Assessment Revenue to be deposited in the Reimbursement Fund as described below and in accordance with the Development Agreement and the SAP:
 - a. The Reimbursement Obligation is payable solely from: (i) Improvement Area #3 Assessment Revenue received and collected by the City from Improvement Area #3 Assessments deposited an account within the Reimbursement Fund after the

payment of debt service on Improvement Area #3 Bonds (ii) the net proceeds (after funding reserve funds, payment of costs of issuance, including the costs paid or incurred by the City and City Administrative Expenses) of one or more series of Improvement Area #3 Bonds issued by the City to fund all or a portion of the Reimbursement Obligation in accordance with the terms of the Development Agreement and the SAP and secured by the Improvement Area #3 Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Improvement Area #3 Assessment Revenue shall be received, collected and deposited into the applicable account of the Reimbursement Fund subject to the following limitations:

- i. Calculation of the Improvement Area #3 Assessments and the first Annual Installment for a Lot or Parcel in Improvement Area #3 of the District shall begin as shall be provided in the SAP.
 - ii. Improvement Area #3 Assessments collected for the Reimbursement Obligation listed above shall accrue simple interest annually at the rate set forth in the SAP, such rate to be in compliance with Subsections 372.023(e)(1) and (e)(2) of the PID Act. Such interest shall accrue upon levy of the Improvement Area #3 Assessments only for the portion of the Improvement Area #3 Assessment that is not allocated to outstanding Improvement Area #3 Bonds. If accrued, interest shall begin and continue on the unpaid principal amount of the Improvement Area #3 Assessments as set forth in the SAP until the earlier of (i) the expiration of the term set forth in the SAP, or (ii) the issuance of Improvement Area #3 Bonds to fund a portion of the Reimbursement Obligation, as reduced by annual payments made pursuant to (iv) below.
 - iii. Improvement Area #3 Assessment Revenue dedicated to the payment of all or a portion of the Reimbursement Obligation and interest thereon, shall be deposited into the applicable account of the Reimbursement Fund after the payment of debt service on the outstanding Improvement Area #3 Bonds.
 - iv. The Developer shall receive the Unpaid Balance in annual installments as set forth in the SAP and in Section 3 below from the applicable account of the Reimbursement Fund, for the time period set forth in the SAP or until Improvement Area #3 Bonds are issued to fund such Reimbursement Obligation, and as allowed under Section 2(a) above.
4. The Reimbursement Obligation, as set forth in the SAP, plus the interest as described above, if accruing, are collectively, the "Unpaid Balance." The Unpaid Balance is secured by and payable solely from Improvement Area #3 Assessment Revenue received and collected for such purpose and deposited into the applicable account of the Reimbursement

Fund subject to Section 3(a)(iii), and Section 5 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the term of this Agreement, as set forth herein. Payment of Improvement Area #3 Assessment Revenue from the applicable account of the Reimbursement Fund after the payment of debt service on outstanding Improvement Area #3 Bonds, shall be made annually to the Developer subject to the term of this Reimbursement Agreement as set forth in Section 21. The outstanding Unpaid Balance and the Reimbursement Obligation shall be reduced by the amount of each annual payment to the Developer from the applicable account of the Reimbursement Fund.

5. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Improvement Area #3 Assessment Revenue received, collected and deposited into the Reimbursement Fund. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of assessments, and all other covenants provided therein. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Improvement Area #3 Assessment Revenue or does not receive an amount in excess of the annual debt service due on the outstanding Improvement Area #3 Bonds, and, as a result, is unable to make transfers from the Reimbursement Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Event of Default (both defined below) by the City under this Reimbursement Agreement.
6. Improvement Area #3 Bonds may be issued to fund the cost of Improvement Area #3 Projects as set forth in the SAP. If Improvement Area #3 Assessments are levied concurrently with the issuance of Improvement Area #3 Bonds, such Improvement Area #3 Bond proceeds shall reimburse or pay directly the costs of the Improvement Area #3 Projects, as set forth in an indenture. If Improvement Area #3 Bonds are issued to fund all or a portion of the Reimbursement Obligation after the levy of the Improvement Area #3 Assessments, the net proceeds of such Improvement Area #3 Bonds shall be used to pay the outstanding Reimbursement Obligation, as reduced by payments made pursuant to Section 3 herein, due to the Developer under this Reimbursement Agreement for the costs of the Improvement Area #3 Projects as set forth in the SAP. However, no Improvement Area #3 Bonds shall be issued unless the funds necessary to complete the Improvement Area #3 Projects are deposited with the net proceeds of the applicable series of Improvement Area #3 Bonds on the closing date of such Improvement Area #3 Bonds, or alternately, the Developer has expended funds (verified by the City) for construction of the Improvement Area #3 Projects to be financed with the Improvement Area #3 Bonds in an amount that is greater than the deposit that would have otherwise been required at the time

such Improvement Area #3 Bonds are issued. This Reimbursement Agreement shall terminate on the earlier of (i) the issuance of Improvement Area #3 Bonds and funding of the Reimbursement Obligation as reduced by payments made pursuant to Section 3 herein, (ii) the expiration of the Improvement Area #3 Assessments as set forth in the SAP, or (iii) termination of this Agreement pursuant to an Event of Default or termination event herein or under the Development Agreement. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the costs of the Improvement Area #3 Projects in the amounts set forth in the SAP. The Developer represents and warrants that it will not request payment with respect to any Improvement Area #3 Improvement that is not part of the Improvement Area #3 Improvement identified in the SAP and it will follow all procedures set forth in the Development Agreement with respect to certification for payments, including for payments of the Unpaid Balance from the Reimbursement Fund.

7. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after Developer's written notice of the Transfer is received by the City, including for each Transferee the information required by Section 25 below. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two parties, nor shall it be required to execute any consent or make any representations or covenants relating to such assignment.
8. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Reimbursement Fund and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.

9. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Improvement Area #3 Projects. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
10. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Harris County, Texas.
11. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City: City Manager
 401 Market Street
 Tomball, TX 77375

With a copy to: Attn: City Attorney
 Olson & Olson, LLP
 2727 Allen Parkway, Suite 600
 Houston, TX 77019

To the Developer: Attn: David Assid
 Chesmar Homes, LLC
 480 Wildwood Forest Dr., Suite 800
 The Woodlands, Texas 77380

With a copy to: Scott Merovitch
 480 Wildwood Forest Dr., Suite 800
 The Woodlands, Texas 77380

12. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Improvement Area #3 Assessments contrary to the provisions of the PID Act.

13. Remedies:

a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute an "Event of Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party cures such default within 90 days. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer.

b. Notwithstanding the foregoing, the following are Events of Default under this Agreement:

- i. The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement.
- ii. The Developer shall fail to comply in any material respect with any term, provision or covenant of this Reimbursement Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) days after written notice thereof is given by the City to the Developer;
- iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

- iv. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
 - v. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days; OR
 - vi. The failure by Developer or any Affiliate to pay impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID, if such failure is not cured within thirty (30) days.
 - vii. A Developer event of default under the Development Agreement.
 - viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder.
- c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement
- d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Agreement. The City shall not terminate this Reimbursement Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Reimbursement Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Reimbursement Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.
- e. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

- f. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
14. The Developer shall assume the defense of, and indemnify and hold harmless the City's inspector, the City employees, officials, officers, representative and agents of the City and each of them (each an "Indemnified Party") from and against, all actions, damages, claims, losses or expense of every type and description to which they may be subject or put, by reason of, or resulting from the breach of any provisions of this Reimbursement Agreement by the Developer, the Developer's nonpayment under contracts between the Developer and its consultants, engineers, advisors, contractors, subcontractors and suppliers in the provision of the Improvement Area #3 Projects constructed by Developer, or any claims by persons employed by the Developer relating to the construction of such projects. Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense directly attributable to the willful misconduct or gross negligence of any Indemnified Party. The City does not waive its defenses and immunities, whether governmental, sovereign, official or otherwise and nothing in this Reimbursement Agreement is intended to or shall confer any right or interest in any person not a party hereto.
15. To the extent there is a conflict between this Reimbursement Agreement and an indenture securing the Improvement Area #3 Bonds issued to fund the Reimbursement Obligation or the SAP, the indenture securing such Improvement Area #3 Bonds or the SAP shall control as the provisions relate to the Improvement Area #3 Assessments.
16. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
17. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
18. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.

19. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.
20. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
21. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
22. The term of this Reimbursement Agreement is the earlier of (i) the expiration of the Improvement Area #3 Assessments as set forth in the SAP, (ii) until the Unpaid Balance is paid in full in accordance herewith, (iii) the issuance of one or more series of Improvement Area #3 Bonds and funding of the Reimbursement Obligation, as reduced by payments made pursuant to Section 3 herein, or (iv) termination pursuant to an Event of Default under this Agreement or under the Development Agreement, whichever occurs first. If a series of Improvement Area #3 Bonds does not fully fund the Reimbursement Obligation as set forth in the Service and Assessment Plan, the remaining amount of the Reimbursement Obligation remains outstanding and subject to annual payments and/or an additional series of Improvement Area #3 Bonds. If the Developer defaults under this Reimbursement Agreement or the Development Agreement, the Development Agreement shall not terminate with respect to the costs of the Improvement Area #3 Projects that have been previously been approved by the City pursuant to a Certification for Payment (as defined in the Development Agreement) prior to the date of default.

23. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Reimbursement Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time. For purposes of this Reimbursement Agreement, "Force Majeure" means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Reimbursement Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics that result in a governmental action that stops or delays construction or halts, impedes or delays the operations of the City; and (g) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not caused by, voluntarily induced or promoted by the affected Party (including the submission of incomplete or erroneous information to the City), or brought about by the breach of its obligations under this Reimbursement Agreement or any applicable law or failure to comply with City regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) changes in market condition; (v) any strike or labor dispute involving the employees of the Developer or any affiliate of the Developer, other than industry or nationwide strikes or labor disputes; or (w) the occurrence of any manpower, material or equipment shortages.
24. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
25. Notice of Assignment. Notwithstanding anything to the contrary in this Agreement, the following requirements shall apply in the event that the Developer effectuates a Transfer of its rights to the Unpaid Balance pursuant to Section 7 herein to a Transferee:
- i. within 30 days after the effective date of any such Transfer, the Developer must provide written notice of same to the City;

- ii. the notice must describe the extent to which any rights or benefits under this Agreement have been Transferred;
- iii. the notice must state the name, mailing address, and telephone contact information of the Transferee;
- iv. the notice must be signed by a duly authorized person representing the Developer

26. 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 this Reimbursement Agreement. 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 SEC 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 this Reimbursement Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Reimbursement Agreement, notwithstanding anything in this Reimbursement Agreement to the contrary.

Not a Sanctioned Company. The Developer represents 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 each of its parent company, 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.

No Boycott of Israel. The Developer hereby verifies 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 this Reimbursement Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

No Discrimination Against Firearm Entities. The Developer hereby verifies 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 this Reimbursement 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.

No Boycott of Energy Companies. The Developer hereby verifies 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 this

Reimbursement Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

27. Form 1295. The Developer will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of the Developer's Form 1295, the City agrees to acknowledge the Developer's Form 1295 through its electronic filing application. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, the City is not responsible for the information contained in the Developer's Form 1295 and the City has not verified such information.
28. The Developer agrees to either (i) file a Texas Ethics Commission Disclosure of Interested Parties form to the City or (ii) represent in writing that it is exempt from filing of such form, no later than the date upon which the City Council approves this Reimbursement Agreement.
29. Choice of Law. This Agreement shall be governed by the laws of the State of Texas.
30. Out of State Issuer. This Agreement may not be assigned to an out-of-state issuer of debt and the City shall not participate in any third-party financing relating to the Assessment Revenues received by the Developer pursuant to this Agreement.
31. Standing Letter. If requested by the Texas Attorney General, the Developer will file a standing letter addressing the representations made in Section 26 of this Agreement in a form acceptable to the Texas Attorney General.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

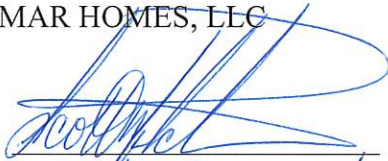
ATTEST:

CITY OF TOMBALL

City Secretary

Mayor

CHESMAR HOMES, LLC

By: 

Name: Scott Merovitch

Title: City President

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 4, 2024

Approve a contract with Zone Industries, Co. to complete oxidation disc rotor repairs through a BuyBoard Contract (Contract No. 672-22) for a not-to-exceed amount of \$52,220.00 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 2024-2025 Budget.

Background:

Staff have identified multiple disc rotors that are in need of repair to ensure the continued operation of the South Wastewater Treatment Plant. The oxidation disc rotors play a critical role in maintaining the dissolved oxygen levels necessary for the health of microorganisms involved in the wastewater treatment process. These microorganisms are essential for the denitrification of wastewater, effectively removing ammonia levels in compliance with the standards set by the TCEQ and EPA. The repairs would assure that the treatment processes remain effective and compliant with regulatory requirements.

The South Wastewater Treatment Plant, originally constructed in 2000, is currently undergoing an expansion to increase its treatment capacity from 1.5 million gallons per day to 3 million gallons per day. Addressing the repair of the oxidation disc rotors is crucial to sustaining operations during this expansion period, which is anticipated to last for the next two years.

Origination: Public Works Department

Recommendation:

Staff recommends approving a contract with Zone Industries, Co. to perform the recommended disc rotor repairs for a not-to-exceed amount of \$52,220.00.

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: # 600-614-6207
If no, funds will be transferred from account # _____ To account # _____

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



Bid Number: MS240626_1

REV 1

Date: 10/09/2024

3303 Cypresswood Dr

Spring, Texas 77388

Cell: (713) 446-7794

mstricker@zoneindustries.co

City of Tomball

Attn: Zach Bowman
 12411 Holderrieth Rd
 Tomball, Texas 77375
jlinney@tomballtx.gov



Note: This cost proposal is valid for 30 days and subject to change upon availability of material.

Representative	Scope of Work	Payment Terms	Due Date
Michael Stricker	Replace Orbal Rotors at South WWTP	100%	Net30

- Disc Halves (20-24 Weeks) 68 QUANTITY OR 34 COMPLETE DISCS
- Block Grip (Stock)
- Hardware Kit (2 Weeks)

#	Part Number	Description	U/M	Net Price Ea.	Qty.	Sub-Total
01	W2T309871	DISC-HALF,ORBAL,55.12"OD,12.88"BORE,POLY (34 full discs)	EA	\$426.00	68	\$28,968.00
02	W2T407585	BLOCK,GRIP 12" 325MM-SHFT HP-TPU 80D	EA	\$21.00	136	\$2,856.00
03	W2T407585	HARDWARE KIT-ORBAL DISC ,54"on 12"TTb, 316SS	EA	\$50.00	34	\$1,700.00
04	LABOR	LABOR INCLUDES THE REMOVAL OF THE ROTOR AT TOMBALL WWTP SOUTH AND REPLACE DISCS AND BLOCKS. TO PERFORM THIS JOB SAFELY AND DUE TO THE NUMBER OF BLOCKS BEING REPLACED, THE ROTOR WILL BE REMOVED WITH A 35-TON CRANE. ONCE ALL DISCS AND GRIP BLOCKS HAVE BEEN REPLACED, THE ROTOR WILL BE REINSTALLED AND TESTED. JOB WILL REQUIRE 2 DAYS LABOR. CRANE COST IS INCLUDED.	EA	\$16,235.00	1	\$16,235.00
05	FREIGHT	FREIGHT	EA	\$2,461.00	1	\$2,461.00
Total Cost						\$ 52,220.00

Thank You for Your Business

Print Name		Employee ID	
Signature Name		Date	

Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. ZONE INDUSTRIES will furnish Insurance Certificate upon request. The above quotation is subject to ZONE INDUSTRIES's standard conditions of sale and any party's acceptance to purchase items @ cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between ZONE INDUSTRIES & other parties unless specifically noted otherwise by ZONE INDUSTRIES in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless within revised written proposal provided. This offer is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested. There will be a 1% Interest per Month Charge on All Payments Past 60 Days. By Signing this Quote, means you have read and agree to all Terms and Conditions. This quote is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested.

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 4, 2024

Topic:

Approve the purchase of supplies and materials from Amazon Capital Services, Inc. through the OMNIA Partners Cooperative (Contract # R-TC-17006) for a not-to-exceed amount of \$150,000, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2024-2025 budget.

Background:

The City utilizes Amazon Capital Services, Inc. to purchase a diverse range of general items and small purchases. The decision to utilize Amazon stems from its capacity to provide various items at a competitive price coupled with the convenience of an online marketplace, which results in optimal value for the City.

Purchases allowed under this contract were appropriated in the FY2024-2025 budget in a variety of departments and object codes, such as parts and materials or office supplies. With the approval of this item, departments will be able to make purchases for various supplies throughout the year, while staying within their budgeted appropriation.

Amazon Capital Services, Inc., is available through an OMNIA Partners cooperative purchasing agreement.

Per the City's adopted Purchasing and Bidding Policy, expenditures in excess of \$50,000 with one vendor require approval of the City Council. As expenditures with Amazon have exceeded \$50,000 in prior fiscal years, staff is seeking approval for purchases in FY 2024-2025 in the amount of \$150,000.

Origination: Finance

Recommendation:

Staff recommends approving purchases from Amazon Capital Services, Inc. for a not-to-exceed amount of \$150,000 as appropriated in the FY 2024-2025 Budget.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: If yes, specify Account Number: Various
If no, funds will be transferred from account # To account #

Signed Bragg Farmer 10/22/2024 Approved by

Finance Director

Date

City Manager

Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 4, 2024

Topic:

Approve an agreement with Kelley Moore for the provision of employee development training, workshops, curriculum and consulting sessions for City personnel, for a not-to-exceed amount of \$51,000, 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 2024-2025 budget.

Background:

This agreement has been established for the City’s HR Department and Kelley Moore to partner in providing staff/leadership professional development training, workshops, consulting sessions, and overall enhancement of supplemental work skills for City staff.

Origination:

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Kristie Lewis, HR Director

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date



General Services Agreement

This General Services Agreement ("Agreement") is entered into on this [date] by and between:

City of Tomball
401 Market Street
Tomball, Texas 77375
("Client")

AND

Perspective Is Power
7200 Trinidad Drive
North Richland Hills, Texas 76180
("Consultant")

1. TERM AND SCOPE OF SERVICES

The Consultant agrees to provide the services outlined below to the Client for the duration of the Agreement, which commences on October 1, 2024, and ends on September 30, 2025.

Services to be provided:

- Leadership development training, workshops, and consulting sessions for Tomball University.
- Curriculum development and delivery for both front-line employees and leadership teams.
- Coaching and facilitation for Tomball University participants.
- Any additional agreed-upon services relevant to the goals of Tomball University, to be requested and confirmed in writing by the Client.

2. COMPENSATION AND PAYMENT TERMS

The total compensation for services rendered under this Agreement shall not exceed \$51,000 for the term specified.

- Invoices for services provided will be submitted by the Consultant upon completion of services.
- Invoices are due upon receipt and must be paid via ACH transfer.
- Payments will be processed by the Client within 7 days of receipt of the invoice.

3. EXPENSES

All pre-approved expenses incurred by the Consultant in connection with the services provided under this Agreement will be reimbursed by the Client, provided that valid receipts are submitted along with invoices. Expenses will not be included in the total compensation amount of \$51,000 unless otherwise agreed.

4. ADDITIONAL SERVICES

Any additional services not outlined in this Agreement may be provided at the request of the Client and must be confirmed in writing. These additional services will be compensated separately, based on the mutual agreement of both parties.



5. CONFIDENTIALITY

Both parties agree to maintain confidentiality of any proprietary or sensitive information disclosed during the term of this Agreement.

6. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party from any claims, losses, liabilities, or damages arising out of the performance of this Agreement, except where such claims, losses, liabilities, or damages are the result of the indemnified party's gross negligence or willful misconduct.

7. DISPUTE RESOLUTION

In the event of a dispute arising under this Agreement, both parties agree to work in good faith to resolve the dispute through mediation. If mediation fails, the parties may pursue any legal remedies available under Texas law.

8. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, written or oral, between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

For Client:

Name: David Esquivel

Title: City Manager

Signature: _____

Date: _____

For Consultant:

Name: Kelley Moore

Title: CEO

Signature: *Kelley Moore*

Date: 1 October 2024

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 4, 2024

Topic:

Appoint member to Business Position 5, whose term will begin on 12/5/2024, to the Tourism Advisory Committee.

Background:

The Tourism Advisory Committee consists of nine (9) members; membership is composed of three Tomball residents, three Tomball business owners, officers or directors other than a hotel or motel, and three employees or officers of a Tomball hotel or motel.

<u>TAC Member</u>	<u>Position</u>	<u>Term Ends</u>
Kailey Moore	Business 5	12/5/2024

Kailey Moore is no longer eligible to serve in her capacity as she is not the current owner of HTeaO, located in Tomball.

The following individuals would like to be considered, and their applications are included in the packet for consideration to the vacant position:

Gilianne Bijoux and Laura “Lori” Ball are both eligible for Business Position 5 with a term ending on 12/5/2027.

The applicants mentioned were invited to attend today's meeting.

Origination: City Secretary Office

Recommendation:

N/A

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Sasha Luna
Staff Member _____
Date _____

Approved by _____
City Manager _____
Date _____



CITY OF TOMBALL

APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire on December 31, 2024.

Please Type or Print Clearly:

Date: 2/22/24

Name: Gillanne Bijoux

Phone: [REDACTED]

Address: [REDACTED]

(Home)

Phone: _____

(Work)

Email: [REDACTED]

I have lived in Tomball 1.5 years.

I am X am not a U.S. Citizen

I am applying as (please check all that apply):

- a Tomball Resident, residing within the city limits of Tomball
- an Owner, Officer or Director of a business, other than a hotel or motel, with offices within the city limits of Tomball
- an Employee or Officer of a hotel or motel located in the city limits of Tomball

Occupation: VP of Human Resources for Step By Step Christian School

Professional and/or Community Activities: None

Additional Pertinent Information/References: Raymond Francois - 352-215-8497
Amy Mason - 713-412-1882
Brandy Beyer - 713-594-3449

Please attach a short biography to this application.

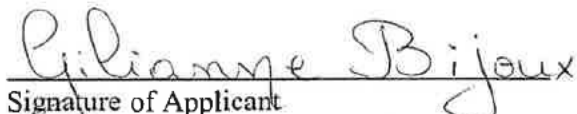
Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

_____ recently relocated to Texas from Florida and I would like to get involved in the community. I was the Director of Human Resources & Compliance for a child welfare organization for over 10 years. I am currently the VP of Human Resources for Step By Step Christian School in Tomball. I feel my background would be an asset to the committee.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the Tourism Advisory Committee will be kept on file in the City Secretary's office for two years.

I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.



Signature of Applicant
(Must be signed/signature typed in)

Please return this application to: City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cs@ci.tomball.tx.us
office: 281-290-1002
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 33, Handbook)

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Data Received

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

Not Applicable

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7 William Biloux
Signature of vendor doing business with the governmental entity

2.26.24
Date

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

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

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

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

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**LOCAL GOVERNMENT OFFICER CONFLICTS
DISCLOSURE STATEMENT**

FORM CIS

(Instructions for completing and filling this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer
Not Applicable

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a). Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____	Description of Gift _____
Date Gift Accepted _____	Description of Gift _____
Date Gift Accepted _____	Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____
20_____, to certify which, witness my hand and seal of office

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

OR

(2) Unsworn Declaration

My name is Gilianne Bijoux and my date of birth is 10-11-1979

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country) USA

Executed in Harris County, State of Texas on the 26th day of February, 2024
(month) (year)

Gilianne Bijoux
Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

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

(2) the vendor:

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

- a contract between the local governmental entity and vendor has been executed; or
- the local governmental entity is considering entering into a contract with the vendor.



Board Member Election on Disclosure

An elected/appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

I **DO** elect public access to my: (please indicate items you would like available, if any)

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Gilianne Bijoux
Board Member's Signature

02.22.24
Date

Gilianne Bijoux

Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 2.22.24 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.

Gilianne Bisoux
Signature of Applicant for Appointment

GILIANNE BISOUX
Printed Name of Applicant

2.22.24
Date:

Short Biography:

Gilianne Bijoux is the VP of Human Resources for Step By Step Christian School in Tomball. Gilianne was born and raised in Haiti, [REDACTED]. As a teen, [REDACTED] moved to Florida where Gilianne finished school and started her career in child welfare. She eventually made her way to where her heart desired, TEXAS. Tomball has become a true home to Gilianne, [REDACTED]. Gilianne looks forward to serving the community that has welcomed her with open arms.



CITY OF TOMBALL

APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire on December 31, 2024.

Please Type or Print Clearly:

Name: Laura "Lori" Ball Date: July 20, 2023
Address: [REDACTED] Phone: (281) 687-1653
Email: Lori.Ball@outlook.com Phone: [REDACTED]
(Home)
(Work)

I have lived in Tomball 17 years.

I am am not a U.S. Citizen

I am applying as (please check all that apply):

- a Tomball Resident, residing within the city limits of Tomball
 an Owner, Officer, or Director of a business, other than a hotel or motel with offices within the city limits of Tomball.
 an Employee of Officer of a hotel or motel located within the city limits of Tomball

Occupation: I am a travel agent with Magical Vacation Planner. I operate under Explore Travel, LLC which I have owned since 2019. I also work as the Executive Assistant to the CEO of HCA Houston Healthcare Tomball.

Professional and/or Community Activities: I was a commissioner on the Tomball Charter Review served on the Tomball Fire Department Volunteer Retention Board. I served as a Tomball Chamber of Commerce Ambassador and I am currently the President of the Spring Forest Estates HOA. I was the Board Secretary for the Tomball Redcats Association and most recently the team mom for the 2022 Tomball Varsity Cougars.

Additional Pertinent Information/References: I own and manage a Facebook Page named Great Job Tomball Texas. This page specifically promotes all things Tomball and the events and great services available in our community.

Please attach a short biography to this application.

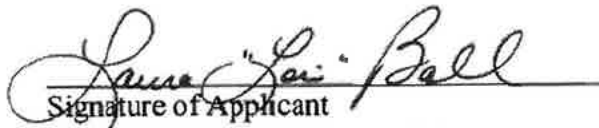
Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

I am passionate about Tomball. I do my best to encourage all things Tomball by promoting events, businesses, and sharing contacts to keep business circulating here. I am happy to raise my family here and encourage others to do the same. I am an advocate for our local businesses and want others to experience the great things we have to offer.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgement and Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the Tourism and Advisory Committee will be kept on file in the City Secretary's office for two years.

I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.



Signature of Applicant
(Must be signed/signature typed in)

Please return this application to: City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@ci.tomball.tx.us
office: 281-290-1002
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgement of Receipt and Understanding (page 33, Handbook)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**
Laura E Ball aka Lori Ball

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**
Explore Travel, LLC

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.**
Lori Ball is the owner/operator of Explore Travel, LLC, a home based travel agency based out of Tomball Texas.

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____
Date Gift Accepted _____ Description of Gift _____
Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is Laura Ellen Ball and my date of birth is February 2, 2023

My address is _____

Executed in Harris (street) County, State of Texas (city) , on the 17th (state) day of July (zip code) , 202023 (country) (month) (year)

Laura E Ball
Signature of Local Government Officer (Declarant)

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on July 20 2023 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.

Laura "Loe" Ball
Signature of Applicant for Appointment

Laura "Loe" Ball
Printed Name of Applicant

July 20, 2023
Date:

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

Laura E Ball aka Lori Ball
 Name of Officer

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

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

Yes No

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

Yes No

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

Lori Ball is the owner/operator of Explore Travel, LLC, a home based travel agency based out of Tomball Texas.

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

7

Laura E Ball July 17, 2023
 Signature of vendor doing business with the governmental entity Date



Board Member Election on Disclosure

An elected/appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

I **DO** elect public access to my: (please indicate items you would like available, if any)

home address

home telephone number

personal email address

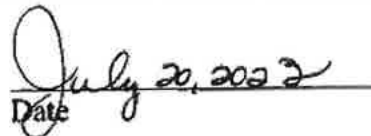
cell or pager numbers not paid for by the City

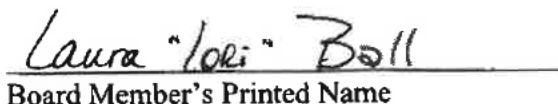
emergency contact information

information that reveals whether I have family members.

I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.


Board Member's Signature


Date


Board Member's Printed Name

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 4, 2024

Topic:

Appoint member to Hotel Position 9, whose term expires 12/5/2025, to the Tourism Advisory Committee.

Background:

The Tourism Advisory Committee consists of nine (9) members; membership is composed of three Tomball residents, three Tomball business owners, officers or directors other than a hotel or motel, and three employees or officers of a Tomball hotel or motel.

<u>TAC Member</u>	<u>Position</u>	<u>Term Ends</u>
Paige Cassel	Hotel 9	12/5/2025

Paige Cassel submitted her resignation via email on August 14, 2024.

The following individual would like to be considered, and their application has been included in the packet for consideration to the vacant position:

Katie Whisler is eligible for Hotel Position 9.

The applicant mentioned was invited to attend today's meeting.

Origination: City Secretary Office

Recommendation:

N/A

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

FUNDING (IF APPLICABLE)

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

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

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

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



CITY OF TOMBALL

APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire on December 31, 2024.

Please Type or Print Clearly: Date: 2/5/24

Name: Katelyn Whisler Phone: [REDACTED]

Address: [REDACTED] (Home)

Email: [REDACTED] Phone: _____

(Work)

I have lived in Tomball 7 years. I am X am not a U.S. Citizen

I am applying as (please check all that apply):

- a Tomball Resident, residing within the city limits of Tomball
- an Owner, Officer or Director of a business, other than a hotel or motel, with offices within the city limits of Tomball
- an Employee or Officer of a hotel or motel located in the city limits of Tomball

Occupation: I am co-owner of Maple Creek Bed and Breakfast, which opened in Tomball in 2016.

Professional and/or Community Activities: Organize annual toy drive for Texas Childrens Hospital.

Additional Pertinent Information/References: _____

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

I would like to know what our occupancy tax money is being used for. I would also like to learn how my business can help the tourism of Tomball, and how Tomball can help my business.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the Tourism Advisory Committee will be kept on file in the City Secretary's office for two years.

I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.

Katelyn Whisler

Signature of Applicant
(Must be signed/signature typed in)

Please return this application to: City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@ci.tomball.tx.us
office: 281-290-1002
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 33, Handbook)

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

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

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

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

Name of Officer

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

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?
 Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?
 Yes No

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

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

7 Katelyn Whisler 2/5/20
Signature of vendor doing business with the governmental entity Date

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

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

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

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

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**LOCAL GOVERNMENT OFFICER CONFLICTS
DISCLOSURE STATEMENT**

FORM CIS

(Instructions for completing and filling this form are provided on the next page.)

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p>	<p>OFFICE USE ONLY</p>
<p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code</p>	<p>Date Received _____</p>
<p>1 Name of Local Government Officer Katelyn Whisler</p>	
<p>2 Office Held Tourism Advisory Committee</p>	
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code N/A</p>	
<p>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.</p>	
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>(attach additional forms as necessary)</p>	
<p>6 SIGNATURE I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code</p> <p style="text-align: center;"><i>Katelyn Whisler</i> Signature of Local Government Officer</p>	
<p style="text-align: center;">Please complete either option below:</p>	
<p>(1) Affidavit</p> <p>NOTARY STAMP/SEAL</p> <p>Sworn to and subscribed before me by _____ this the _____ day of _____ 20_____, to certify which, witness my hand and seal of office.</p> <p>Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath _____</p>	
<p>(2) Unsworn Declaration</p> <p>My name is Katelyn Whisler and my date of birth is 03/31/1993</p> <p>My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)</p> <p>Executed in Harris County, State of Texas on the 5th day of _____ 20_____. (month) _____ (year)</p> <p style="text-align: right;">Signature of Local Government Officer (Declarant)</p>	

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. **Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
2. **Office Held.** Enter the name of the office held by the local government officer filing this statement.
3. **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
4. **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
5. **List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
6. **Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

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

...
(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.



Board Member Election on Disclosure

An elected/appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return to the City Secretary's Office within fourteen days of receipt.

I **DO** elect public access to my: (please indicate items you would like available, if any)

- home address
- home telephone number
- personal email address
- cell or pager numbers not paid for by the City
- emergency contact information
- information that reveals whether I have family members.

I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Katelyn Whisler
Board Member's Signature

02/5/2024
Date

Katelyn Whisler
Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 2/5/24 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.

Katelyn Whisler
Signature of Applicant for Appointment

Katelyn Whisler
Printed Name of Applicant

2/5/24
Date:

Requested Biography of Katelyn Whisler

Hello! I was born in San Diego, California in 1993, but moved to Houston, Texas soon after once my father finished his time in the U.S. Navy. I grew up in the Spring area, and I graduated from Houston Baptist University with a double major in Business Marketing and Business Management in 2014. [REDACTED]

[REDACTED] Soon after graduation, I started working at HR&P as a Customer Relations Specialist and assisted in onboarding new clients onto the payroll system. [REDACTED]

[REDACTED] business, Maple Creek Bed and Breakfast, in Tomball. We've been successfully hosting guests from all over the world and have been a part of so many special memories for the last seven years. In my free time, I enjoy reading, cheering on the Astros. [REDACTED]

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 4, 2024

Topic:

Appoint member to Regular Position 4, whose term expires 3/2/2026, to the Board of Adjustments.

Background:

The Board of Adjustments consists of five (5) regular members and up to four (4) alternate members to serve in the absence of one or more of the regular Board members on an alternating basis. Such Board members shall be residents of the City of Tomball.

<u>BOA Member</u>	<u>Position</u>	<u>Term Ends</u>
Colleen Pye	Regular 4	3/2/2026

On September 26, 2024, Colleen Pye submitted her resignation.

The following individuals would like to be considered, and their applications are included in the packet for consideration to the vacant position:

Angie Johnson is currently serving on the Tomball Advisory Committee and Tana Ross is currently serving on the Planning and Zoning Commission. Additionally, Tana Ross would need to resign her position to serve on BOA.

The applicants mentioned were invited to attend today’s meeting.

Origination: City Secretary Office

Recommendation:

N/A

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Sasha Luna
Staff Member _____ Date _____

Approved by _____
City Manager _____ Date _____

TEDC

Planning & Zoning Commission/**CIPAC**
Board of Adjustments



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Date: 4/23/24

Name: Angie Johnson

Phone: [REDACTED] (cell)
(Home)

Address: [REDACTED]

Phone: same
(Work)

City/State/Zip [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

I have lived in Tomball 20 years.

I am am not a U.S. Citizen

Occupation: _____

Contract Specialist

Professional and/or Community Activities: _____

Volunteer ESL teacher – 2 years at Harris County library at Lone Star, currently tutoring English for citizenship oral testing

Tomball High School band volunteer – support students and parents at games and competitions and volunteer at concession stands

Additional Pertinent Information/References: _____

Certified Texas Contract Developer and Certified Texas Contract Manager
Create solicitations for state agency contracts and participate in bid evaluations and scoring instruments

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

I'm interested in volunteering my time because I'd like to be more civically engaged and contribute to decision making that will be in the best interest to the City of Tomball. I believe I can use my professional background to participate in in city processes that will continue to shape growth and quality of life in my community.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- (x) Planning & Zoning Commission/CIPAC
- (x) Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- (x) Tomball Economic Development Corporation

Meeting Information

Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)
Fourth Wednesday each month, 4 p.m.

- () Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

- () Downtown Tomball Advisory Committee
- DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

(x) Tomball Legacy Fund, Inc.

Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.



Signature of Applicant
(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-290-1002
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 33, Handbook)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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



 Name of Officer

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

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

Yes No

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

Yes No

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

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

7

 Signature of vendor doing business with the governmental entity

 Date

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

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

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

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

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

OFFICE USE ONLY

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

Date Received

1 Name of Local Government Officer

Angelynn Johnson

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

n/a

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

n/a

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

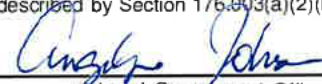
Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.



Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

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

- (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.



Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return to the City Secretary's Office within fourteen days of receipt.

I **DO** elect public access to my: (please indicate items you would like available, if any)

home address

home telephone number

personal email address

cell or pager numbers not paid for by the City

emergency contact information

information that reveals whether I have family members.

I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature

4/23/24

Date

Angie Johnson

Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 4/26/2024 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of *Conduct* as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.



Signature of Applicant for Appointment

Angelynn Johnson

Printed Name of Applicant

4/26/2024

Date:

Angie Johnson Bio

I have grown up in Tomball since 1980 and graduated from Tomball High School in 1988. I went on to graduate from the University of Houston and my background has mostly been in finance with positions as admin assistant, analyst, corporate trainer, and collateralized debt administrator for JP Morgan Chase, Bank of New York, and Citibank.

I switched careers in 2010 and spent three years working on a public safety radio communications upgrade for the City of Houston. By this time, I had participated in the citizens academies for Houston Police Department and Texas Department of Public safety and was active in their alumni associations, holding the treasurer position for the Houston Citizens Police Academy Alumni for several years.

My volunteer work includes volunteering for MADD and more recently at the Tomball branch of the Harris County Public Library system teaching English to non-native English speakers. My students inspired me to pursue my master's in education, and I completed my Masters in TESOL (Teaching English Speakers of Other Languages) from Sam Houston State University in 2023.

I currently work for the State of Texas, within the Texas Department of Public Safety as a Purchaser in Procurement and Contract Services. I develop and manage state contracts for all DPS divisions including Facilities, IT, Highway Patrol and the Texas Rangers, to name a few. I'm a Certified Texas Contract Developer (CTCM) and Certified Texas Contract Manger (CTCM) and follow strict compliance requirements daily. I'm familiar how local and state governments operate, having worked in the government sector since 2010.

I would like to be on a board through the City of Tomball to serve as voice for the citizens of Tomball, be involved in planning for the future of our community, and to be a part of the city's mechanisms for transparency.



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Date: May 21, 2024

Name: Tana P. Ross

Phone: n/a

Address: [REDACTED]

(Home)

City/State/Zip [REDACTED]

Phone: n/a

(Work)

Email: tanaleahr@gmail.com

Cell: [REDACTED]

I have lived in Tomball 20 years.

I am am not a U.S. Citizen

Occupation: Retired. Former planner for City of Magnolia from 2016 to 2022. Former economic development coordinator for City of Magnolia from 2011 to 2016.

Professional and/or Community Activities: _____

PCED - Professional Community and Economic Development certification since 2015. Volunteer on City of Tomball Board of Adjustment from 2009 to 2015. Serving on City of Tomball Planning and Zoning Commission since 2020. Completed Citizen Planner Course in 2017. Member Texas Chapter of the American Planning Association from 2017 to 2022.

Member Salem Lutheran Church. Former President of Country Meadows HOA, now serve on the Coutry Meadows HOA Architectural Control Committee.

Additional Pertinent Information/References: Have an in depth understanding of urban planning and the municipal processes.

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

I have lived in the City of Tomball for 20 years. I have a knowledge and understanding of the history of the City and respect its roots. At the same time I understand government processes, and know we are to serve the will of the City's citizens. I enjoy the challenge of the two and the democratic process. I would very much appreciate being able to continue to serve the City of Tomball, especially on the Planning and Zoning Commission.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- (1) Planning & Zoning Commission
- (2) Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- () Tomball Economic Development Corporation

- () Tomball Regional Health Foundation

Meeting Information

Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)
Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

- () Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

- () Tomball Legacy Fund, Inc.
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

**I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS,
AND COMMITTEES.**

Tana Ross /Tana Ross

Signature of Applicant

(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-290-1002
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 33, Handbook)

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

FORM CIQ
n/a for Tana Ross

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

**LOCAL GOVERNMENT OFFICER CONFLICTS
DISCLOSURE STATEMENT**

FORM CIS

(Instructions for completing and filling this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

Tana Ross

2 Office Held

Planning and Zoning Commissioner - City of Tomball

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

n/a

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

n/a

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

n/a

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____

20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is Tana Ross and my date of birth is _____

My address is _____
(street) (city) (state) (zip code) (country)

Executed in Harris County, State of Texas, on the 21st day of May, 2024
(month) (year)

Tana Ross
Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

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

- (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.



Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return to the City Secretary's Office within fourteen days of receipt.

I **DO** elect public access to my: (please indicate items you would like available, if any)

home address

home telephone number

personal email address

cell or pager numbers not paid for by the City

emergency contact information

information that reveals whether I have family members.

I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Tana Ross
Board Member's Signature

May 21, 2024
Date

Tana Ross
Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on May 21, 2024 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.

Tana Ross

Signature of Applicant for Appointment

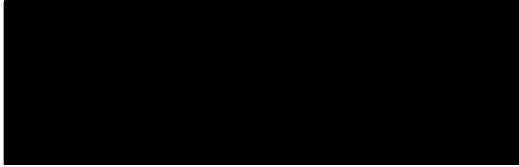
Tana Ross

Printed Name of Applicant

May 21, 2024

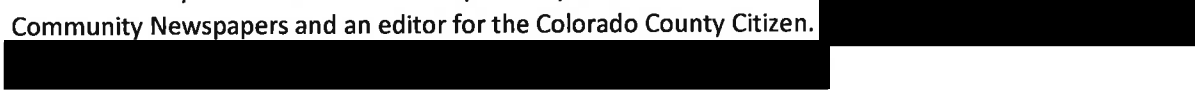
Date:

Tana Ross



Biography

Tana Ross is a retired certified Professional Community and Economic Developer, and Business Retention and Expansion Coordinator. She served the City of Magnolia as its Planning Coordinator from July 2016 to June 2022, and as its EDC Coordinator from 2011 to July 2016. In addition, she was active with CETA (the Central East Texas Alliance for economic development) 2014-2023 and served on the Board for four years. Prior to her municipal occupations Tana was a journalist (1998-2004) with Houston Community Newspapers and an editor for the Colorado County Citizen.



City Council Agenda Item Data Sheet

Meeting Date: November 4, 2024

Topic:

Conduct Public Hearing for the Purpose of Considering the Following Proposed Annexation: *Being 11.40 acres (496,734 square feet) tract of land situated in the John Edwards Survey, Abstract No. 20 and Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, being a portion of a called 18.739-acres recorded under County Clerk's File No. (C.C.F. No.) RP-2017- 242129, Official Public Records, Harris County, Texas (O.P.R.H.C.T.)*

Adopt, on First Reading, Ordinance No. 2024-36, an Ordinance granting the request for annexation of a certain tract of land being 11.40 acres (496,734 square feet) tract of land situated in the John Edwards Survey, Abstract No. 20 and Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, being a portion of a called 18.739 acres recorded under County Clerk's File No. (C.C.F.No.) RP-2017-242129, Official Public Records, Harris County, Texas (O.P.R.H.C.T.); providing for a service plan; providing for severability.

Background:

The applicant is requesting annexation into the City of Tomball. Proposed rezoning of 11.40 acres (496,734 square feet) of land from Agricultural (AG) to Duplex Residential (D) after initial annexation.

Origination: International Commercial Development Enterprise LLC

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

ORDINANCE No. 2024-36

AN ORDINANCE GRANTING THE REQUEST FOR ANNEXATION OF A CERTAIN TRACT OF LAND BEING 11.40 ACRES (496,734 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739 ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F.NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.); PROVIDING FOR A SERVICE PLAN; PROVIDING FOR SEVERABILITY.

WHEREAS, International Commercial Development Enterprise, LLC, a Texas limited liability company, acting through its agent, Santos Gonzalez, is the owner (the "Owner") of the said property described in Exhibit A (the "Property") evidenced by Special Warranty Deed as Exhibit C; and

WHEREAS, the Owners has submitted a request that the City of Tomball annex the Property into the City of Tomball, Exhibit A; and

WHEREAS, the above described tract lies within the extraterritorial jurisdiction of the City of Tomball, Texas; and

WHEREAS, Texas Local Government Code, at Section 43.0671 allows a municipality to annex an area if each owner of the land in the area requests the annexation, the municipality conducts a public hearing on the proposed annexation, and the owners and the municipality enter into a written agreement for the provision of services in the area to be annexed; and

WHEREAS, the Property does not qualify for agricultural or wildlife management use or as timber land; and

WHEREAS, on November 4, 2024, a public hearing was held at the City of Tomball City Council Chambers, at 401 Market Street, Tomball, Texas 77375, where all interested persons were provided an opportunity to be heard on the request for annexation of the Property; and

WHEREAS, the City of Tomball has agreed to provide the services set forth in Exhibit B to the proposed annexed area;

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

Section 1. That all the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this ordinance.

Section 2. The request for the annexation of the Property described in Exhibit A attached hereto and incorporated herein for all purposes is hereby GRANTED.

Section 3. The land and territory are hereby added and annexed to the City of Tomball, Texas, and said territory hereinafter described shall hereafter be included within the boundary limits of the City of Tomball, Texas, to wit:

SEE ATTACHED (**Exhibit A**)

Section 4. That the above described territory and the area so annexed shall be a part of the City of Tomball, Texas, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Tomball, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Tomball, Texas.

Section 5. That the service plan attached hereto, as **Exhibit B** is hereby adopted as part of the annexation of the Property described in **Exhibits A**.

Section 6. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

Section 7. Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Tomball, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to all of the remainder of the area. If there is included within the general description of territory set out in this Ordinance to be annexed to the City of Tomball any lands or area which are presently part of and included within the limits of any other city or within the extraterritorial jurisdiction of any other city, or which are not within the City of Tomball's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed as fully as if such excluded and excepted area were expressly described herein.

FIRST 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 NOVEMBER 2024.

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

SECOND READING:

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

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

FOR: CITY OF TOMBALL, TEXAS

LORI KLEIN QUINN, Mayor

ATTEST:

TRACY GARCIA, City Secretary

FOR: THE OWNER

_____ [SIGNATURE]

_____ [NAME]

ACKNOWLEDGEMENT

For the City

State of Texas §
County of Harris §

This instrument was executed before me on _____ 2024, by _____,
DATE NAME
_____ of the City of Tomball, a Texas municipal corporation, on behalf of
TITLE
said corporation.

[SEAL]

Notary Public in and for the State of Texas

For the Owners

State of _____ §
County of _____ §

This instrument was executed before me on _____ 2024, by _____,
DATE NAME
_____ of _____, a State of _____,
TITLE ORGANIZATION NAME STATE ORGANIZATION TYPE
on behalf of said organization.

[SEAL]

Notary Public in and for the State of Texas

Annexation Request



The City of Tomball requires annexation as a condition of extending municipal water, wastewater and/or other utility services to property located outside of the City's full-purpose jurisdiction. Following annexation, available utility services will be provided to the annexed property under the same terms and conditions as for other property located within the City of Tomball.

The undersigned property owner requests full-purpose annexation of the subject tract into the City of Tomball's full purpose jurisdiction in accordance with Chapter 43 of the Texas Local Government Code.

Requesting annexation does not change the City's obligation to provide municipal services in accordance with Chapter 43 of the Texas Local Government Code.

For information regarding the City's annexation process, please contact the City Secretary at 281-290-1002 or the Community Development Department at 281-290-1405.

Annexation must be completed prior to extension of water, wastewater, and/or other utilities.

I/We, the undersigned, am/are the current owner(s) of the tract described above and I/we request annexation into the City of Tomball for full-purposes in accordance with Chapter 43 of the Texas Local Government Code.

Santos Gonzalez

Name of Owner(s) (Type or Print)

02 / 28 / 2024

Owner's Signature

Date

Received by City Secretary

Date

Received by Community Development Department

Date

CITY OF TOMBALL
ANNEXATION REQUEST APPLICATION
Part A: Statement of Request

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Mayor and Council:

1. I (we) the undersigned being the owner(s) of the property legally described as:

(Insert legal description [metes and bounds] here or attach separately.

TR 17
ABST 20 J H EDWARDS

hereby request the annexation of described property into the City of Tomball. Included with this request for annexation are all pertinent property Harris County Appraisal District Account Numbers:
0402200010065

(Obtainable through the County Clerk's Office)

2. The described property is contiguous to the City of Tomball's corporate city limits - Yes ___ No.

3. Attached is proof of ownership of the property by the undersigned - Yes ___ No.



Full Legal Signature

SANTOS GONZALEZ

Name (print)

INTERNATIONAL COMMERCIAL
DEVELOPMENT ENTERPRISE LLC

Company Name (if applicable)

25420 KUYKENDAHL RD STE D-400

Mailing Address (print)

TOMBALL TX 77375-3424

City, State, Zip

832-888-3321

Phone Number

ernestogrey100@gmail.com

E-mail Address (print)

02 / 28 / 2024

Date

Full Legal Signature

Name (print)

Company Name (if applicable)

Mailing Address (print)

City, State, Zip

Phone Number

E-mail Address (print)

Date

Part B: Annexation Property Evaluation & Anticipated Development Information

(Please print or type.)

1. Agent's Contact Information:

Please list any agents acting on behalf of the annexation property owner that should be notified of information pertaining to this annexation request.

(Attach a list of additional agents, if necessary.) _____

Ernesto Grey (Grey Realty),

Name: Ernesto Quintanilla (Concept E&Y),

Company Name: Concept E&Y

Mailing Address: 810 S MASON RD, SUITE 225, KATY TX 77450
City/State/Zip

Phone Number: 210-255-9850

E-mail Address: QUINTANILLA@CONCEPT-EANDY.COM

2. Property Addresses:

Please list all property addresses associated with the proposed annexation property.

(Attach a list of additional property addresses, if necessary.)

- a. 16000 Farm to Market 2920, TOMBALL, TX 77377

- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____
- h. _____
- i. _____
- j. _____
- k. _____

3. Nature of Existing Property:

Property Location: _____ Number of Acres: 11.40

Existing Zoning: N/A

Is development in conformance with existing zoning districts? N/A
Yes ___ No ___ Don't know

Current Assessed Valuation of Land: _____

Improvements: _____

Total: _____

Check if this property does not currently contain any structures, then proceed to #4.

a.) **Residential** (existing)

_____ Check here if there are no residential structures on the property.

No. of Units _____
No. of Lots _____ or Acres _____
Single-Family _____
Duplexes _____
Four-Plex _____
Patio Homes _____
Townhouses _____
Apartments _____

b.) **Office and Commercial** (existing)

_____ Check here if there are no office or commercial structures on the property.

Size (Sq. Ft.) _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

c.) **Institutional** (existing)

_____ Check here if there are no institutional structures on the property.

Size (Sq. Ft.) _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

d.) **Industrial** (existing)

_____ Check here if there are no industrial structures on the property.

Size (Sq. Ft.) _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

4. **Anticipated Development**

a.) **Platting Status** (Please check the applicable box below)

_____ A plat pertaining to this property has been submitted to the Community Development Department for review

A plat pertaining to this property will be submitted to the Community Development Department in the near future

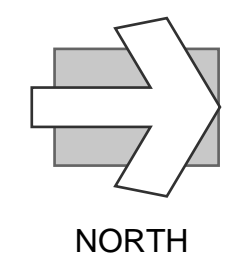
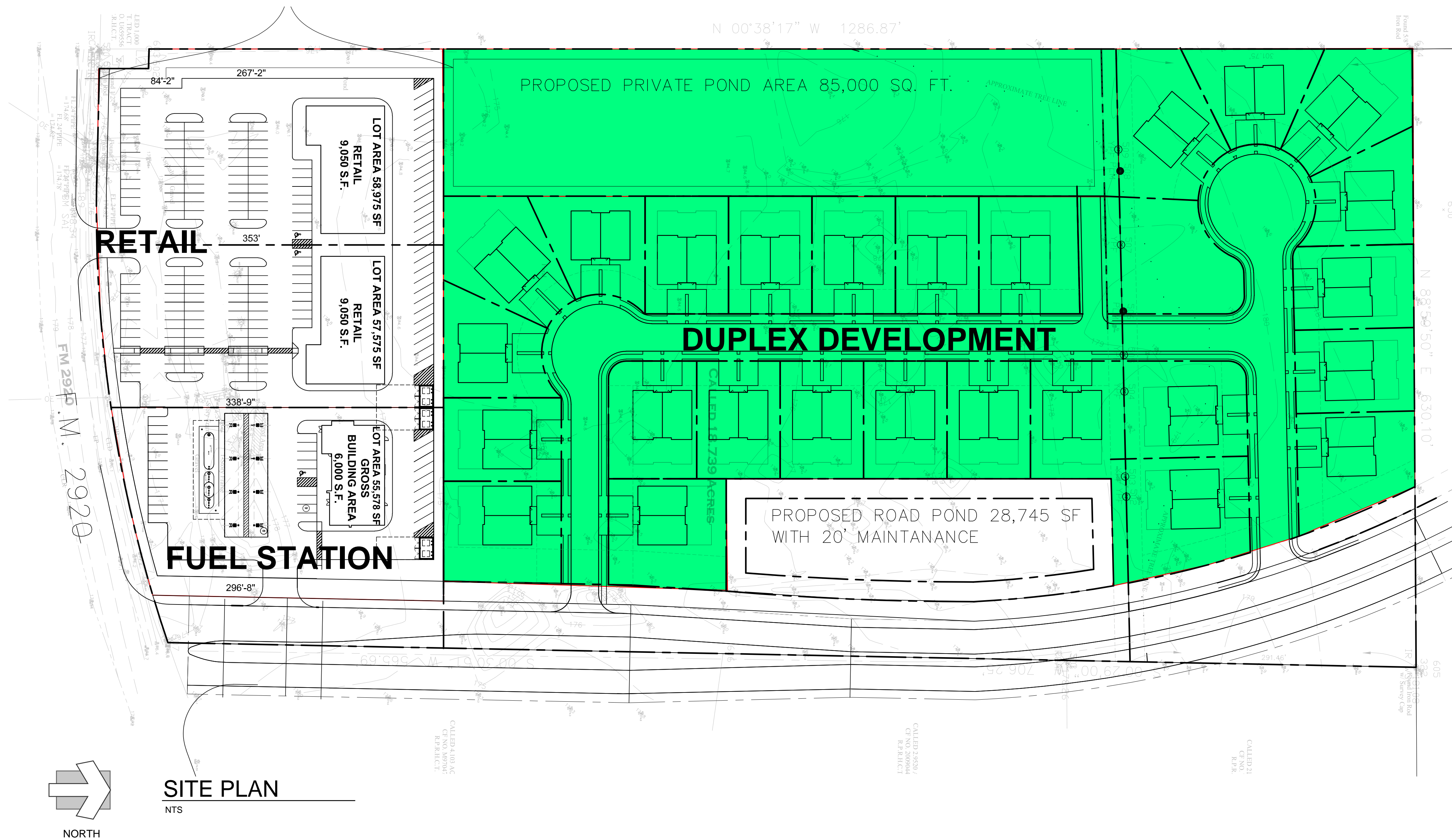
_____ A plat will not be submitted within the next 6 months

b.) **Zoning Status** - Please note that properties are annexed as Agricultural "AG", unless zoning reclassification is requested by the property owner in conjunction with annexation.

If a zoning reclassification is desired in conjunction with the annexation process, please check this box and contact the Community Development Department.

g.) Staging of Anticipated Development (In %)

	Current						
	Yr	Yr2	Yr3	Yr4	Yr5	Yr10	Yr20
Residential	_____	50%	50%	_____	_____	_____	_____
Office / Commercial	_____	_____	_____	_____	_____	_____	_____
Institutional	_____	_____	_____	_____	_____	_____	_____
Industrial	_____	_____	_____	_____	_____	_____	_____



SITE PLAN
NTS

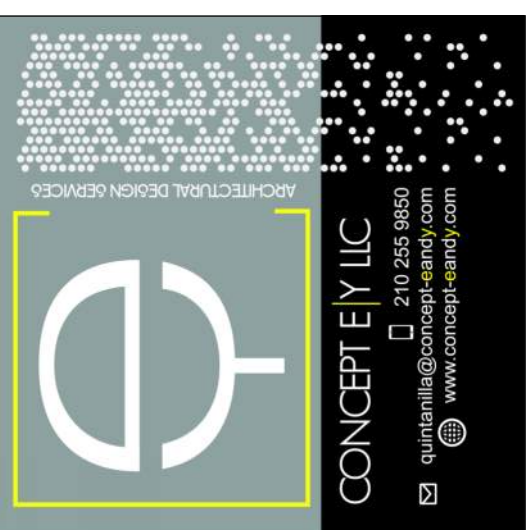
DUPLEX DEVELOPMENT

26 DUPLEX - OR 52 UNITS @ 1 SU PER SINGLE FAMILY UNDER 3K SF.

TOTAL (52 SU X 250 GPD) = 13,000 GPD

TOTAL LAND SIZE 11.40 AC

REV	DATE	DESCRIPTION
A	01.21.2024	UTILITY REQUEST



INTERNATIONAL COMMERCIAL
DEVELOPMENT ENT

SHEET NAME

ARCHITECTURAL SITEPLAN

SHEET # **AS100**

16000 FM 2920 RD, TOMBALL, TX 77377



14701 Saint Mary's Lane
 Ste. 150
 Houston, TX 77079
 Office: 281-584-6688

**METES AND BOUNDS DESCRIPTION
 11.40-ACRES (496,734 SQUARE FEET.)
 JOHN EDWARDS SURVEY, ABSTRACT NO. 20 &
 CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311
 HARRIS COUNTY, TEXAS**

BEING 11.40 ACRES (496,734 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739-ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F. NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 11.40-ACRES TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING At a 5/8-inch iron rod with yellow cap found in the northerly Right-Of-Way (R.O.W.) line of FM 2920 Road (120 foot wide), being the southeast corner of that certain tract of land described as 122-acres tract recorded under C.C.F. NO. M463098 & P133167, O.P.R.H.C.T., and the southwest corner of that certain tract of land described as 0.023-acres tract recorded under C.C.F. NO. U659556, O.P.R.H.C.T.;

THENCE North 00°38'17" West, with the east line of said 122-acres tract, passing at a distance of 50.00 feet, a 5/8-inch iron rod found for the northwest corner of said 0.023-acres tract, continuing a total distance of 350.02 feet to a 5/8-inch iron rod with cap set for the **POINT OF BEGINNING**, and the southwest corner of the herein described tract;

THENCE North 00°38'17" West, continuing with the east line of said 122-acres tract, a distance of 986.85 feet, to the southwest corner of that certain tract of land described as 31.159-acres tract recorded under C.C.F. NO. V256093, O.P.R.H.C.T., and the northwest corner of the herein described tract, from which a 5/8-inch iron rod found bears NORTH - 0.57 feet;

THENCE North 88°59'50" East, with the south line of said 31.159-acres tract, a distance of 468.25 feet, to a 5/8-inch iron rod with cap (DART) set for the northeast corner of the herein described tract, and the beginning of a curve to the right;

THENCE along the following courses over and through said 18.739-acres tract:

- (C1)** along said curve to the right, having a curve length of 323.32 feet, a radius of 1160.00 feet, a delta angle of 15°58'11", and a chord bearing and distance of South 18°31'45" East, 322.28 feet to a 5/8-inch iron rod with cap (DART) set;
- South 88°02'40" West, a distance of 129.28 feet, to a 5/8-inch iron rod with cap (DART) set;
- South 00°38'17" East, a distance of 392.17 feet, to a 5/8-inch iron rod with cap (DART) set;
- North 89°21'43" East, a distance of 132.95 feet, to a 5/8-inch iron rod with cap (DART) set;
- South 02°07'38" West, a distance of 94.93 feet, to a 5/8-inch iron rod with cap (DART) set;
- South 00°29'41" West, a distance of 193.22 feet, to a 5/8-inch iron rod with cap (DART) set;

THENCE South 89°21'41" West, over and through said 18.739-acres tract, a distance of 562.55 feet, to the **POINT OF BEGINNING** and containing 11.40-Acres (496,734 Square feet) more or less.

Benjamin Jauma
 R.P.L.S. No. 6417
 May 10, 2024



Job No. 2024-04-006
 FIRM number 10194710

EXHIBIT B
SERVICE PLAN

- I. **Introduction.** This Municipal Service Plan (the “Plan”) is made by the City of Tomball, Texas (the “City”), pursuant to Chapter 43 of the Texas Local Government Code. This Plan relates to the annexation by the City of the tract of land (the “Tract”) described in metes and bounds in “Exhibit A”, which is attached to the Petition, this Plan, and to the annexation ordinance which this Plan is a part.
- II. **Effective Term.** This Plan shall be in effect for a period of ten (10) years commencing on the effective date of the annexation of the Tract, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.
- III. **Intent.** It is the intent of the City that services under this Plan shall equal the number of services and level of services in existence within the Tract prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected within the Tract. However, it is not the intent of this Plan to require that a uniform level of service be provided to all areas of the City, including the Tract, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

The City reserves the right, granted to it by Section 43.056(k), Texas Local Government Code, to amend this Plan, if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Texas Local Government Code, or other Texas laws to make this Plan unworkable, obsolete, or unlawful.

IV. **Service Programs.**

A. In General.

1. This Plan includes the following service programs: a General Services Program and a Capital Improvement Program.
2. As used in this Plan, “providing services” shall include having services provided by any method or means by which the City may extend municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

As used in this Plan, the phrase “standard policies and procedures” shall mean those policies and procedures of the City applicable to a particular service, which are in effect either at the time that the service is requested or

at the time the service is made available or provided. Such policies and procedures may require a specific type of request be made, such as an application or a petition, may require that fees or charges be paid, and may include eligibility requirements or other similar provisions.

3. **Extension Policy.** The following information is a summary of the City's policies respecting water, wastewater and gas service extensions. This summary is made in compliance with Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing herein shall repeal any provisions of the Code of Ordinances of the City, as amended, or any of the uncodified ordinances that contain the City's policies and procedures.

The City extends water, wastewater, and gas services to existing unserved development as follows:

Construction of such service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of any water and/or wastewater lines into the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) and to provide adequate capacity for projected service requirements.

Persons or entities desiring to develop land within unserved areas must construct water, wastewater, and gas service lines and extensions to connect to City trunk lines to serve the new development.

- B. **General Services Program.** The following services will be provided within the Tract within the period required by State law: police protection, fire protection, solid waste collection, operation and maintenance of water, wastewater, and gas facilities, operation and maintenance of roads and streets, including lighting, operation and maintenance of parks, playgrounds, and swimming pools, and maintenance of any other publicly owned facility, building or service. The General Services Program plan is as follows:

1. Police Protection. The Police Department of the City will provide protection and law enforcement within the Tract. These activities will include routine patrols and responses, handling of complaints and incident reports, and, as appropriate, support by special units. In order to provide the above services, the Police Department will operate from a City facility.

2. Fire Protection. The Fire Department of the City currently provides fire protection to the Tract. Fire protection will be provided from either the southside or central fire stations. Fire protection will remain at the current level of service.
3. Solid Waste Collection. All eligible residences and businesses will be provided solid waste collection service, either by City personnel or by contract.
4. Maintenance of Water, Wastewater, and Gas Facilities. There are no City water, wastewater, or gas facilities currently located within the Tract. If any such facilities are constructed or acquired by the City within the Tract, the City's Department of Public Works will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
5. Operation and Maintenance of Roads and Streets (including lighting). The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through an electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
6. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Department of Parks and Recreation will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
7. Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's Department of

Public Works, as needed. Any other facility, building, or service existing or which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

- C. Capital Improvement Program. It is the intent of the City to provide full City services within the Tract not less than four and one-half (4-1/2) years after the effective date of annexation of the Tract, in accordance with the Texas Local Government Code, § 43.056(e).

The City will initiate the acquisition and construction of the capital improvements necessary to provide municipal services adequate to serve the Tract. Any necessary construction or acquisition is indicated below, and any such construction or acquisition shall begin within two (2) years of the effective date of this Plan and shall be substantially completed within 4-1/2 years, except as otherwise indicated:

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded police facilities.
2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.
3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.
4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan.
5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water facilities. Water services will be provided according to the standard policies

and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of water services is attached to and made a part of this Plan.

6. Gas Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public gas facilities. Gas services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of gas services is attached to and made a part of this Plan.
7. Roads and Streets (including lighting). The City will acquire jurisdiction in and over all public roads and streets within the Tract upon annexation, pursuant to Section 311.001 of the Texas Transportation Code and other similar provisions, except for public roads and streets subject to the jurisdiction of other governmental entities. Additional roads, streets, or related facilities are not necessary at this time to service the Tract. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices or street lights, within the Tract will be governed by standard policies and procedures of the City. The Tract will be included with other City territory in connection with planning for new, improved, revised, widened, or enlarged roads, streets, or related facilities.
8. Parks, Playgrounds, and Swimming Pools. No capital improvements are necessary at this time to provide park and recreational services to the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded parks, playgrounds, and/or swimming pools.
9. Other Publicly Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services can be provided to the Tract by using existing capital improvements. At this time, additional capital improvements are not necessary to provide City services. However, the Tract will be included with other City territory in connection with planning for new, revised, or expanded facilities, functions, and services.

- V. **Amendment**. This Plan may not be amended or repealed, except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes at any time. This Plan is subject to, and shall be interpreted in accordance with, the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and any orders, rules, or regulations of any other governmental body having jurisdiction.

- VI. **Force Majeure.** In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Plan, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City’s obligations, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term “force majeure” shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.
- VII. **Entire Plan.** This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

If one or more provisions of this Plan is held to be invalid, unenforceable, or illegal in any respect, the remainder of the Plan shall remain valid and in full force and effect.

SIGNATURES

For the City:

For the Property Owner:

Name [Signature]

Name [Signature]

Name [Printed]

Name [Printed]

Position

Company [if applicable]

Date

Date

SERVICE AGREEMENT NOT VALID UNTIL SIGNED BY CITY REPRESENTATIVE AND
PROPERTY HAS BEEN ANNEXED

LEGAL DESCRIPTION

Order No.: ATCH17066923

Being a **18.739** acre tract of land in the **John Edwards Survey (A-20)**, and the **Chauncey Goodrich Survey, (A-311)** in Harris County, Texas, out of that certain 130.971 acre tract of land described under Clerk's File No. T469927, of the Official Public Records of Real Property of Harris County, Texas (OPRRPHCoTx), said 18.739 acres is hereafter referred to as "the subject tract" and is more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found lying in a curve in the North right-of-way line of FM 2920 (120 Ft. R-O-W), and marking the lower Southeast corner of the said 130.971 acre tract (hereafter called "parent tract"). Said point marks the Southeast corner of the subject tract, and the Southwest corner of a forty-foot-wide strip of land that is the old abandoned right-of-way of Tomball Waller Road;

THENCE in a westerly direction with a curve to the right along the North line of F. M. 2920 (Radius = 1372.40', Central Angle = 20°45'42", Chord = South 80°59'48" West - 494.58') an arc length of 497.30 feet to a 5/8 inch iron rod found marking the end of said curve;

THENCE North 89°16'00" West, continuing with the North line of F.M. 2920, a distance of 95.61feet to a 5/8 inch iron rod found marking the lower Southwest corner the subject tract, and the Southeast corner of that certain twenty-by-fifty foot (20' X 50') tract of land described in deed to Salem Lutheran Church recorded under Clerk's File No. U659556;

THENCE North 00°38'17" West, departing the North line of F.M. 2920 a distance of 50.00 feet to a 5/8 inch iron rod found marking an interior corner of the subject tract, and the Northeast corner of the said Salem Lutheran Church tract;

THENCE North 89°16'00" West, a distance of 20.00 feet to a 5/8 inch iron rod found lying in the West line of the parent tract, in the East line of that certain 121 acre tract of land recorded in Volume 3948, Page 462, and Volume 962, Page 260 (HCDR) and marking the upper Southwest corner of the subject tract, and the Northwest corner of the said Salem Lutheran Church tract;

THENCE North 00°38'17" West, with the West line of the parent tract, a distance of 1286.87 feet to a 5/8 inch iron found marking the Northwest corner of the subject tract, and the Southwest corner of that certain 31.159 acre tract of land described under Clerk's File No. V256093;

THENCE North 88°59'50" East, departing the West line of the parent tract and with the South line of the said 31.159 acre tract, a distance of 630.10 feet to a 5/8 inch iron rod found marking the Northeast corner of the subject tract, and the Northwest corner of that certain 21.001 acre tract of land described under Clerk's File No. U682638;

THENCE South 00°29'00" West departing the South line of the said 31.159 acre tract, a distance of 706.25 feet to a 5/8 inch iron rod found marking the Southwest corner of the said 21.001 acre tract, an outside corner of a ninety-degree bend in the said old abandoned right-of-way of Tomball Waller Road, an interior corner of the parent tract, and a slight angle point in the East line of the subject tract;

THENCE South 00°30'51" West, with the West line of the said abandoned right-of-way, a distance of 565.69 feet to the **POINT OF BEGINNING** and containing 18.739 acres of land.

RP-2017-242129

UNOFFICIAL

RP-2017-242129
Pages 4
06/01/2017 02:18 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$24.00

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

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

COPY

**NOTICE OF PUBLIC HEARING
TOMBALL CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



**MONDAY, NOVEMBER 4, 2024
6:00 P.M.**

Notice is hereby given that **PUBLIC HEARING** will be held by the Tomball City Council, as the Governing Body of the City of Tomball, at Regular Council Meeting on **MONDAY, NOVEMBER 4, 2024**, at 6:00 p.m., at **TOMBALL CITY HALL, 401 MARKET STREET, Tomball, Texas 77375**, for the purpose of considering the following:

**METES AND BOUNDS DESCRIPTION
11.40-ACRES (496,734 SQUARE FEET.)
JOHN EDWARDS SURVEY, ABSTRACT NO. 20 &
CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311
HARRIS COUNTY, TEXAS**

BEING 11.40 ACRES (496,734 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739-ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F. NO.) RP-2017- 242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 11.40-ACRES TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING At a 5/8-inch iron rod with yellow cap found in the northerly Right-Of-Way (R.O.W.) line of FM 2920 Road (120 foot wide), being the southeast corner of that certain tract of land described as 122-acres tract recorded under C.C.F. NO. M463098 & P133167, O.P.R.H.C.T., and the southwest corner of that certain tract of land described as 0.023-acres tract recorded under C.C.F. NO. U659556, O.P.R.H.C.T.;

THENCE North 00°38' 17" West, with the east line of said 122-acres tract, passing at a distance of 50.00 feet, a 5/8-inch iron rod found for the northwest corner of said 0.023-acres tract, continuing a total distance of 350.02 feet to a 5/8-inch iron rod with cap set for the **POINT OF BEGINNING**, and the southwest corner of the herein described tract;

THENCE North 00°38' 17" West, continuing with the east line of said 122-acres tract, a distance of 986.85 feet, to the southwest corner of that certain tract of land described as 31.159-acres tract recorded under C.C.F. NO. V256093, O.P.R.H.C.T., and the northwest corner of the herein described tract, from which a 5/8-inch iron rod found bears NORTH - 0.57 feet;

THENCE North 88°59'50" East, with the south line of said 31.159-acres tract, a distance of 468.25 feet, to a 5/8-inch iron rod with cap (DART) set for the northeast corner of the herein described tract, and the beginning of a curve to the right;

THENCE along the following courses over and through said 18.739-acres tract:

-(C1) along said curve to the right, having a curve length of 323.32 feet, a radius of 1160.00 feet, a delta angle of 15°58'11", and a chord bearing and distance of South 18°31 '45" East, 322.28 feet to a 5/8-inch iron rod with cap (DART) set;

- South 88°02'40" West, a distance of 129.28 feet, to a 5/8-inch iron rod with cap (DART) set;
- South 00°38'17" East, a distance of 392.17 feet, to a 5/8-inch iron rod with cap (DART) set;
- North 89°21 '43" East, a distance of 132.95 feet, to a 5/8-inch iron rod with cap (DART) set;
- South 02°07'38" West, a distance of 94.93 feet, to a 5/8-inch iron rod with cap (DART) set;
- South 00°29'41" West, a distance of 193.22 feet, to a 5/8-inch iron rod with cap (DART) set;

THENCE South 89°21 '41" West, over and through said 18.739-acres tract, a distance of 562.55 feet, to the **POINT OF BEGINNING** and containing 11 .40-Acres (496,734 Square feet) more or less.

Persons interested in the above-proposed Annexation will be given an opportunity to be heard. Legal descriptions and maps of said property are available for inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas.

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 24th day of October 2024 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia

Tracylynn Garcia, TRMC, MMC, CPM
City Secretary

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

City Council Agenda Item Data Sheet

Meeting Date: November 4, 2024

Topic:

Conduct a public hearing and consideration to approve **Zoning Case Z24-15**: Request by International Commercial Development Enterprise LLC, represented by Ernesto Quintanilla, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 11.40 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the Duplex Residential (D) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2024-30, an Ordinance of the City of Tomball, Texas, amending Chapter 50 by rezoning approximately 11.40 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the Duplex Residential (D) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

On October 14th, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. Other than the applicant, no individuals from the public spoke regarding the case. The Planning & Zoning Commission had no questions for the applicant nor staff and the rezoning case was approved with a 4-0 vote. Commissioner Ross did not attend the meeting and had an excused absence.

Origination: International Commercial Development Enterprise LLC, represented by Ernesto Quintanilla

Recommendation: Approval

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

FUNDING (IF APPLICABLE)

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

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

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

Signed: _____ **Approved by:** _____

Staff Member Date

City Manager Date

ORDINANCE NO. 2024-30

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 11.40 ACRES OF LAND LEGALLY DESCRIBED AS A TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND THE CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, FROM THE AGRICULTURAL (AG) DISTRICT TO DUPLEX RESIDENTIAL (D) DISTRICT. THE PROPERTY IS LOCATED AT 16000 FM 2920 ROAD, 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, International Commercial Development Enterprise, LLC, has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 11.40 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311, within the City of Tomball, Harris County, Texas (the “Property”), from the Agricultural District to Duplex Residential District; and

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

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

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

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

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

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

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

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

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

FIRST READING:

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

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

SECOND READING:

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

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

LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary

Exhibit "A"

Location: 16000 FM 2920 Road within the City of Tomball, Harris County, Texas.



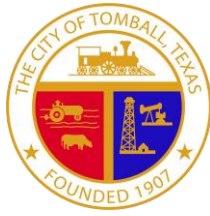
NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
CITY COUNCIL
NOVEMBER 4, 2024

Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on Monday, November 4, 2024 at 6:00 P.M. at City Hall, 401 Market Street, Tomball Texas. On such date, the City Council will consider the following:

Zoning Case Z24-14: Request by International Commercial Development Enterprise LLC, represented by Ernesto Quintanilla, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 4.339 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the General Retail (GR) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas.

Zoning Case Z24-15: Request by International Commercial Development Enterprise LLC, represented by Ernesto Quintanilla, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 11.40 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the Duplex Residential (D) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas.

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



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z24-15

9/24/2024

The Planning & Zoning Commission will hold a public hearing on **October 14, 2024 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by International Commercial Development Enterprise LLC, represented by Ernesto Quintanilla, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 11.40 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the Duplex Residential (D) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas.

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

The attached map shows the area of this request. Only that area which is highlighted in green on the map is being considered for **re-zoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **October 21, 2024 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

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

CASE #: Z24-15

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

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

Name:
Parcel I.D.:
Address:

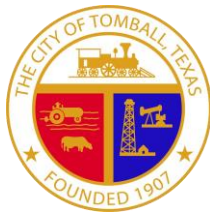
Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: _____

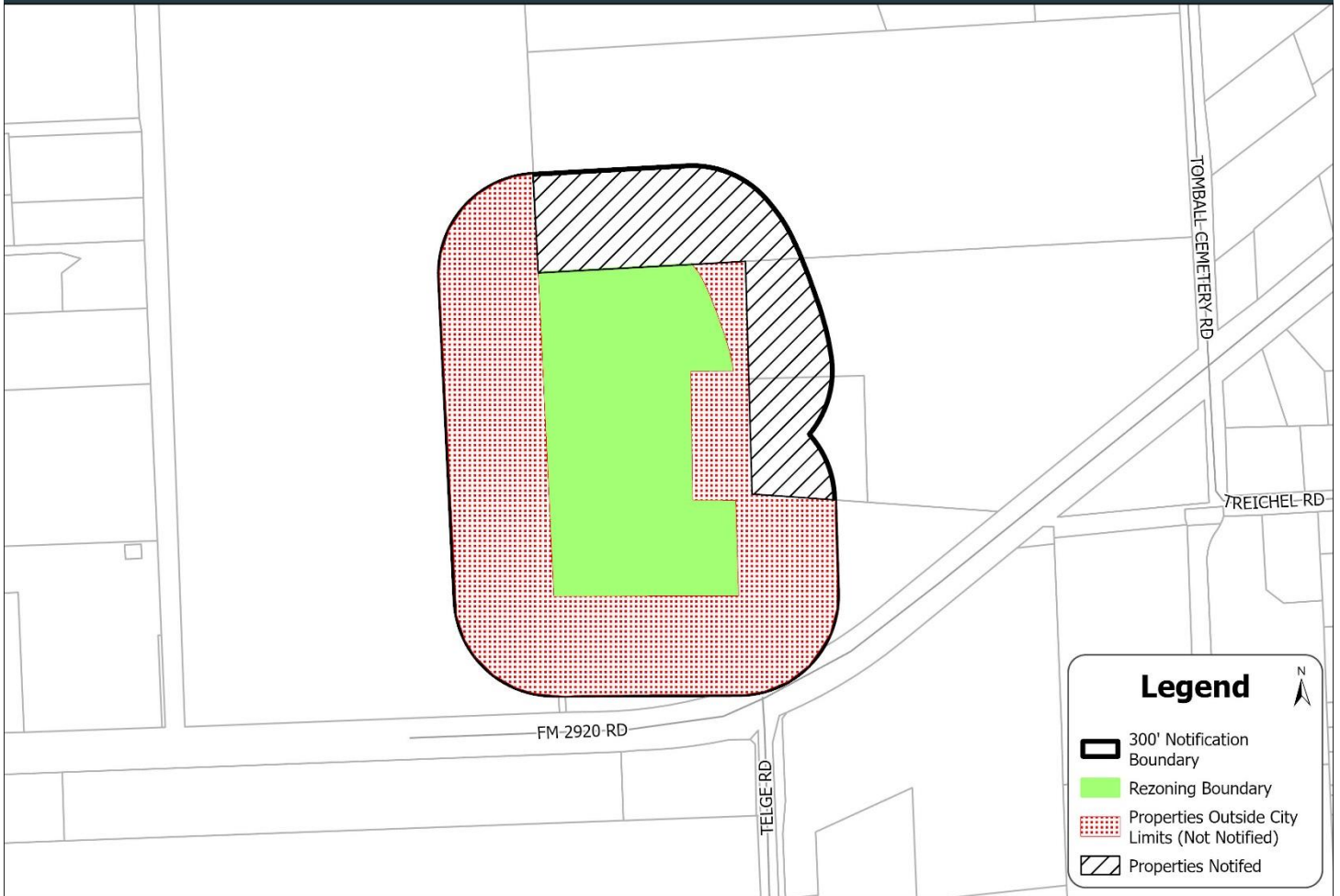


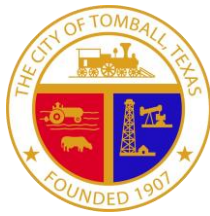
*City of Tomball
Community Development Department*

Z24-15



Notification Boundary





City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Rezoning Case Numbers Z24-14 and Z24-15

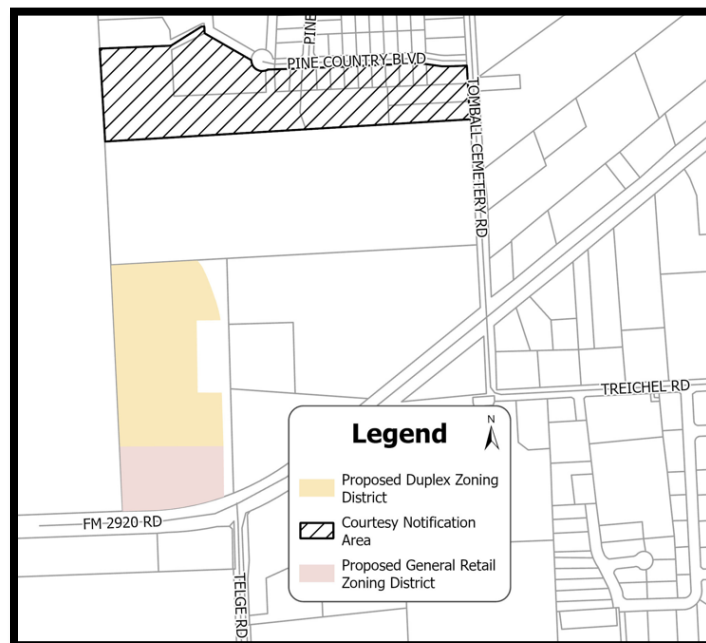
The City Council will hold public hearings on **November 4, 2024, at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to consider requests by International Commercial Development Enterprise LLC, represented by Ernesto Quintanilla, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning:

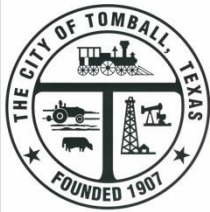
- Approximately 4.339 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the General Retail (GR) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas.
- Approximately 11.40 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the Duplex Residential (D) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas.

These public hearings are open to any interested person. Opinions, objections, and/or comments may be expressed in writing or in person at the hearings. Comments are also accepted by email as listed below.

The map below shows the area of these requests. Only the areas which are highlighted on the map are being considered for rezoning.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.





**Rezoning
Staff Report**

Planning & Zoning Commission Public Hearing Date: October 14, 2024
City Council Public Hearing Date: October 21, 2024

Rezoning Case: Z24-15
Property Owner(s): International Commercial Development Enterprise, LLC
Applicant(s): Ernesto Quintanilla
Legal Description: A tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311
Location: 16000 FM 2920 (Exhibit “A”)
Area: 11.40 acres
Comp Plan Designation: None-recently annexed into the Tomball ETJ (Exhibit “B”)
Present Zoning: None-currently outside the Tomball city limits (Exhibit “C”)
Request: Rezone upon annexation from the Agricultural (Ag) zoning district to the Duplex (D) zoning district.

Adjacent Zoning & Land Uses:

North: Single-Family Residential–6 (SF-6) / Proposed single-family development (currently undeveloped)

South: None / Proposed retail development (currently undeveloped)

East: Commercial (C) and Planned Development District (PD-18) / City of Tomball water well, proposed multi-family development (currently undeveloped), and Hans Crawfish

West: None / Single-family detached residence on large tract of land

BACKGROUND

The subject property is presently undeveloped and within the City of Tomball’s Extra Territorial Jurisdiction (ETJ). The applicant is requesting annexation into the City of Tomball and the simultaneous rezoning of the property to allow for the development of a duplex community.

ANALYSIS

Since the subject property was recently annexed into the City of Tomball's ETJ, the property is not currently included in the City of Tomball's Comprehensive Plan and does not have a Future Land Use designation. The Duplex (Two-Family) Residential (D) zoning district is designed to accommodate medium density residential multiple-occupancy housing. This district is commonly used as a buffer or transition district between lower density residential areas and higher density residential uses, non-residential areas, or major thoroughfares.

The request to rezone the subject property to the Duplex (D) zoning district is compatible with the intent of the district and is consistent with the existing and proposed development of this area. The subject property would act as a transition district between FM 2920, a major arterial, and the Single-Family Residential-6 (SF-6) zoning district to the north and will expand the range of housing options for Tomball residents.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site, and within the city limits, were mailed notification of this proposal on September 24, 2024. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z24-15.

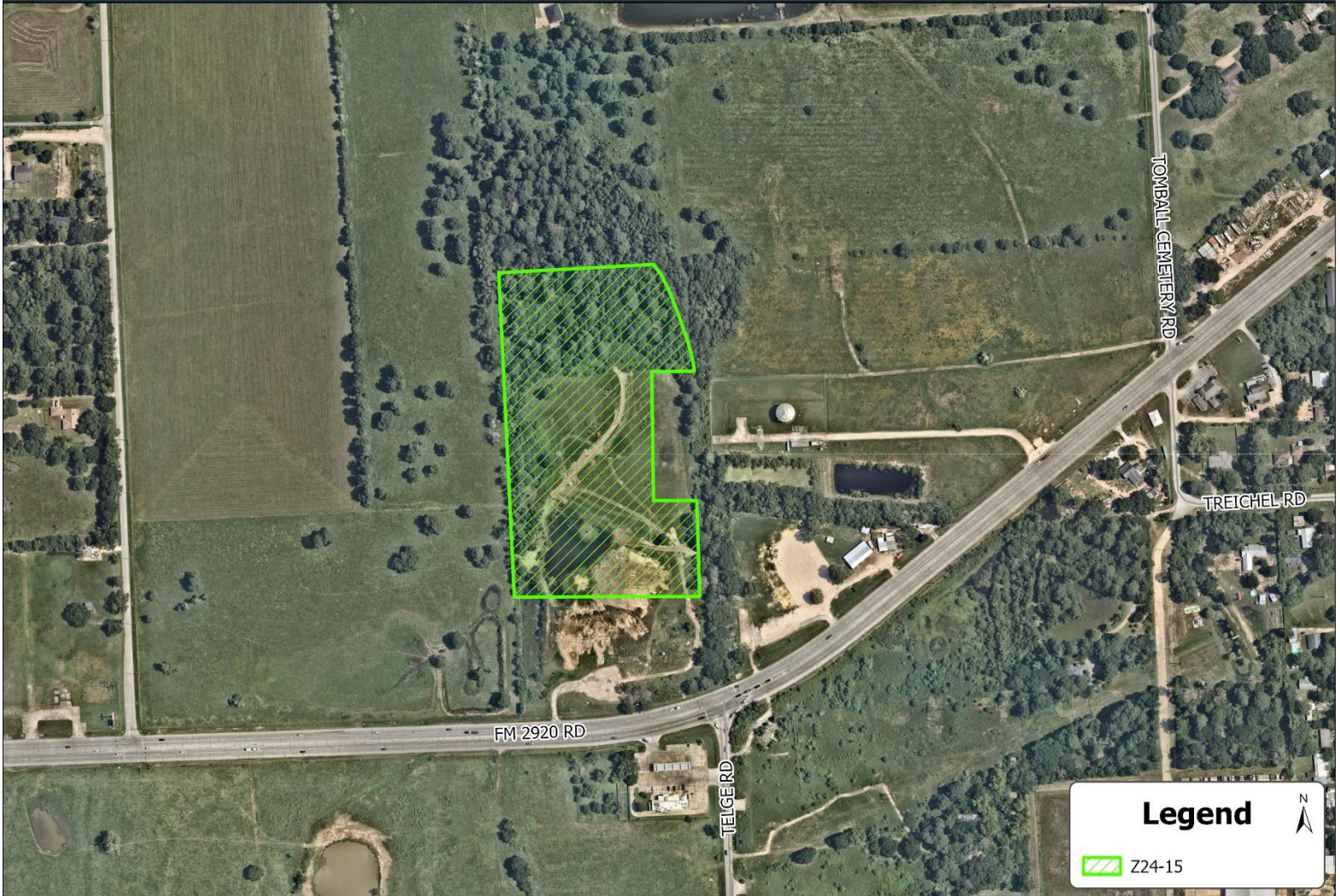
EXHIBITS


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

Exhibit "A"
Aerial Location Map



Location



Legend 


 Z24-15

Exhibit "B"
Future Land Use Plan



Future Land Use

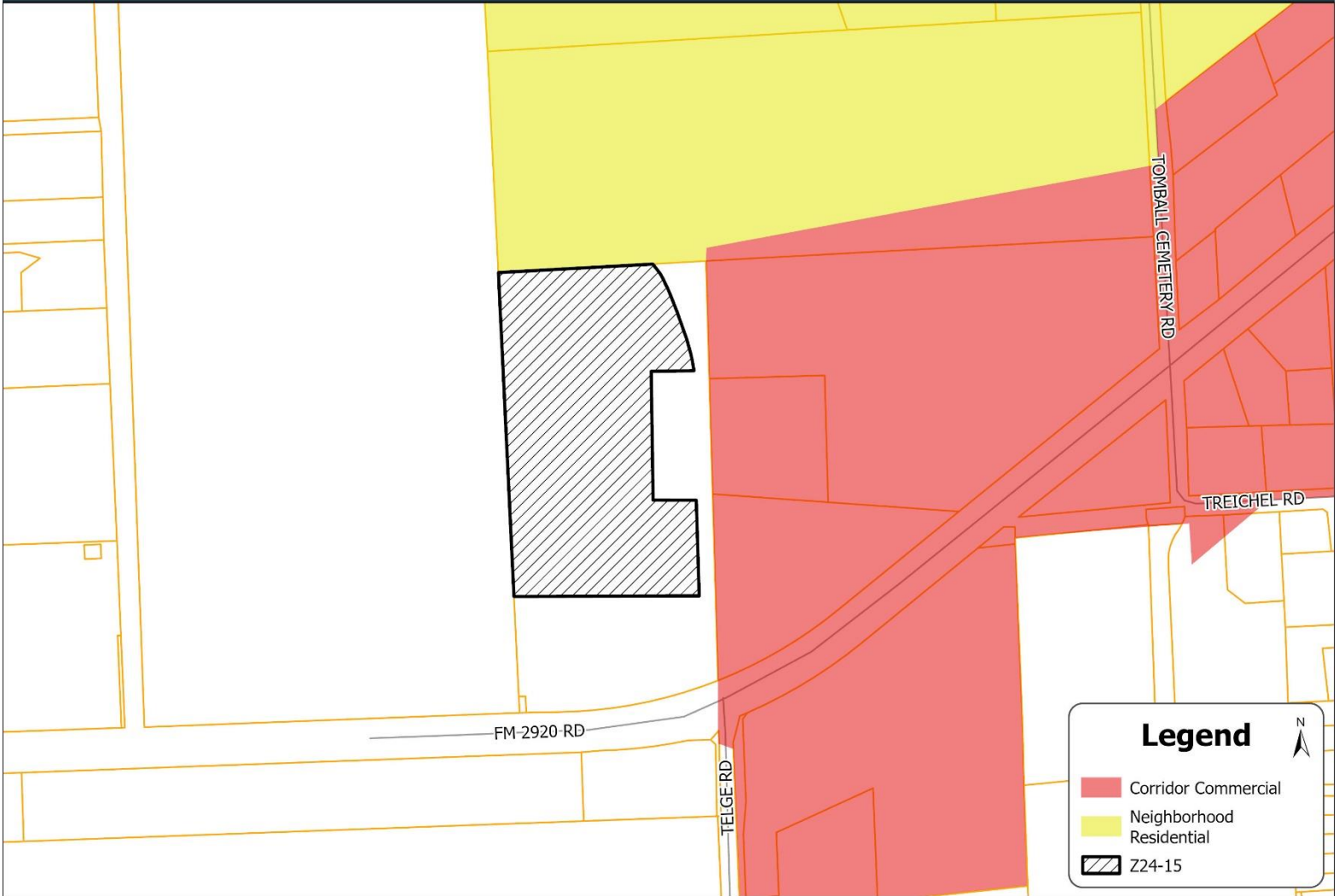


Exhibit "C"
Zoning Map



Zoning

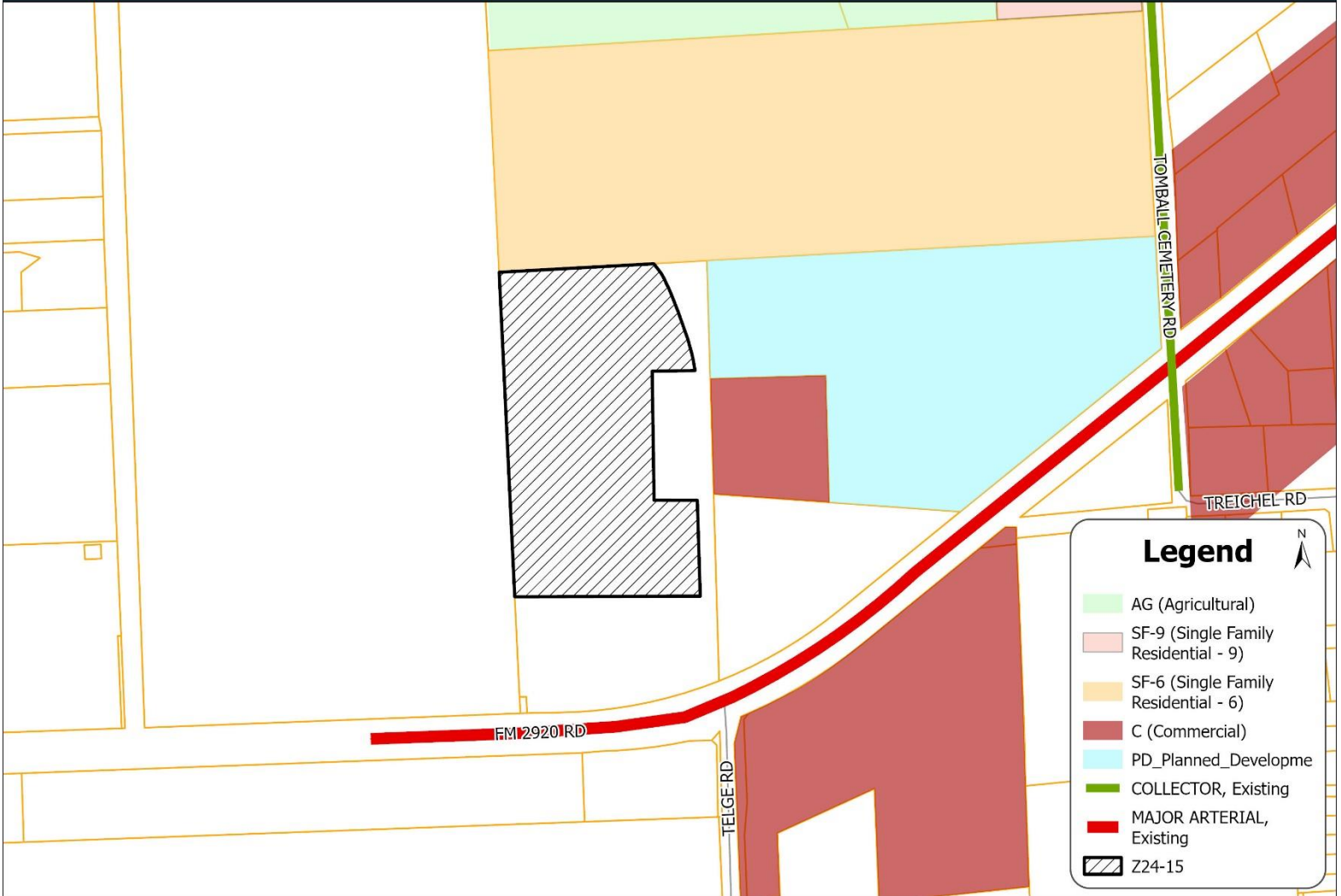


Exhibit "D"
Site Photo(s)

Subject Site



Neighbor (North)



Neighbor (South)



Neighbor (East)



Neighbor (East)



Neighbor (West)



Exhibit "E"
Rezoning Application

DocuSign Envelope ID: 406F359F-799B-4E0C-ADB2-515510680BA7

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: [tomballdd](#)
PASSWORD: [Tomball1](#)

Applicant

Name: Ernesto Quintanilla Title: owners representative
Mailing Address: 810 S. Mason Rd. Suite 225 City: Katy State: TX
Zip: 77494 Contact: Ernesto Quintanilla
Phone: (210) 2559850 Email: quintanilla@concept-eandy.com

Owner

Name: International Commercial Development Ent. Title: owner
Mailing Address: 25420 Kuykendahl Rd. Ste D-400 City: Tomball State: TX
Zip: 77375 Contact: Ernesto Grey
Phone: (832) 888 3321 Email: ernestogrey100@gmail.com

Engineer/Surveyor (if applicable)

Name: _____ Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: Duplex Residential Development

Physical Location of Property: 16000 FM 2920 Road Tomball TX, 77377
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR 17 ABST 20 J H EDWARDS
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Out of city limits.
Requesting for zoning at the same time with annexation.

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: Vacant property

Proposed Zoning District: D Duplex (two-family) Residential

Proposed Use of Property: D: - 26 Duplex, total of 52 residents

HCAD Identification Number: 0402200010065 Acreage: 18.75 AC

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.

	07/17/2024
X Signature of Applicant	Date

	7/17/2024
X Signature of Owner	Date

Submittal Requirements

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

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

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

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

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

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

Application Process

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

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

CONCEPT E & Y LLC
810 S. MASON RD. SUITE 225
KATY, TX 77450

SUBJECT PROPERTY
16000 FM 2920 RD.
TOMBALL TX 77377
HCAD #
0402200010065

TBAE : BR-1855



CONCEPT E | Y LLC
ARCHITECTURAL DESIGN SERVICES



REQUEST LETTER

To Whom it May Concern:

We are requesting re-zoning along with the annexation process for the subject property. This property will house General Retail development at the south side of the property and Duplex development at the north side of the property.

For the General Retail property, the development will be 2 Retail Plazas and a Gas Station with a Convenience Store.

For the Duplex development we are proposing 26 Duplex buildings, or a total of 52 residences.

The purpose for the annexation is to gain Public Utilities for our Water, Wastewater and Gas.

The property will be platted along with this request, including the extension of TELGE Rd.

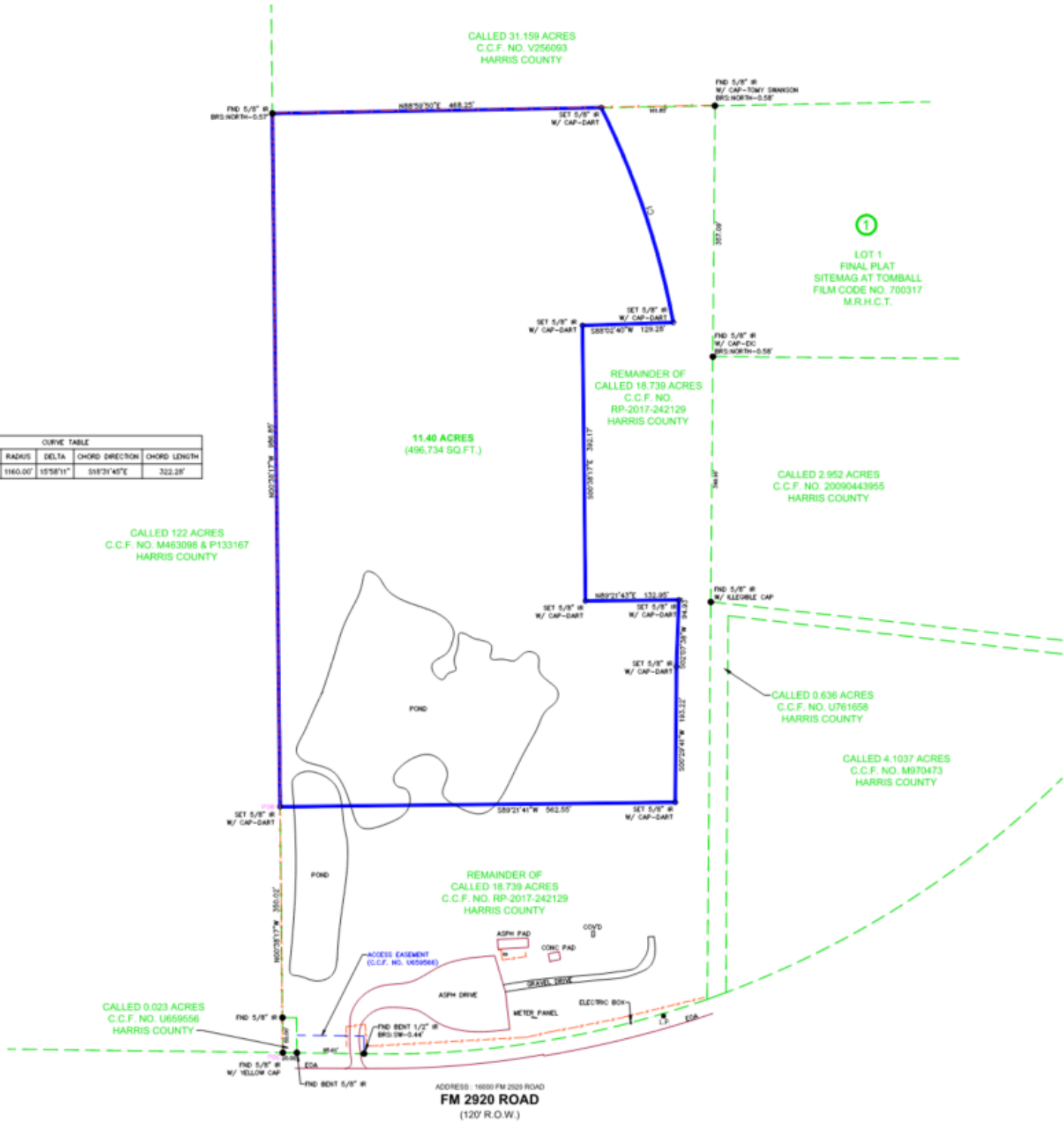
Thank you

Sincerely,

Ernesto Quintanilla
Owners Representative
e: quintanilla@concept-eandy.com
p: (210) 255 9850

P-01
July 17, 2024

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION
C1	323.32'	1160.00'	15°58'11"	S18°31'45"E
				322.28'





14701 Saint Mary's Lane
 Ste. 150
 Houston, TX 77079
 Office: 281-584-6688

**METES AND BOUNDS DESCRIPTION
 11.40-ACRES (496,734 SQUARE FEET.)
 JOHN EDWARDS SURVEY, ABSTRACT NO. 20 &
 CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311
 HARRIS COUNTY, TEXAS**

BEING 11.40 ACRES (496,734 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739-ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F. NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 11.40-ACRES TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING At a 5/8-inch iron rod with yellow cap found in the northerly Right-Of-Way (R.O.W.) line of FM 2920 Road (120 foot wide), being the southeast corner of that certain tract of land described as 122-acres tract recorded under C.C.F. NO. M463098 & P133167, O.P.R.H.C.T., and the southwest corner of that certain tract of land described as 0.023-acres tract recorded under C.C.F. NO. U659556, O.P.R.H.C.T.;

THENCE North 00°38'17" West, with the east line of said 122-acres tract, passing at a distance of 50.00 feet, a 5/8-inch iron rod found for the northwest corner of said 0.023-acres tract, continuing a total distance of 350.02 feet to a 5/8-inch iron rod with cap set for the **POINT OF BEGINNING**, and the southwest corner of the herein described tract;

THENCE North 00°38'17" West, continuing with the east line of said 122-acres tract, a distance of 986.85 feet, to the southwest corner of that certain tract of land described as 31.159-acres tract recorded under C.C.F. NO. V256093, O.P.R.H.C.T., and the northwest corner of the herein described tract, from which a 5/8-inch iron rod found bears NORTH - 0.57 feet;

THENCE North 88°59'50" East, with the south line of said 31.159-acres tract, a distance of 468.25 feet, to a 5/8-inch iron rod with cap (DART) set for the northeast corner of the herein described tract, and the beginning of a curve to the right;

THENCE along the following courses over and through said 18.739-acres tract:

-**(C1)** along said curve to the right, having a curve length of 323.32 feet, a radius of 1160.00 feet, a delta angle of 15°58'11", and a chord bearing and distance of South 18°31'45" East, 322.28 feet to a 5/8-inch iron rod with cap (DART) set;

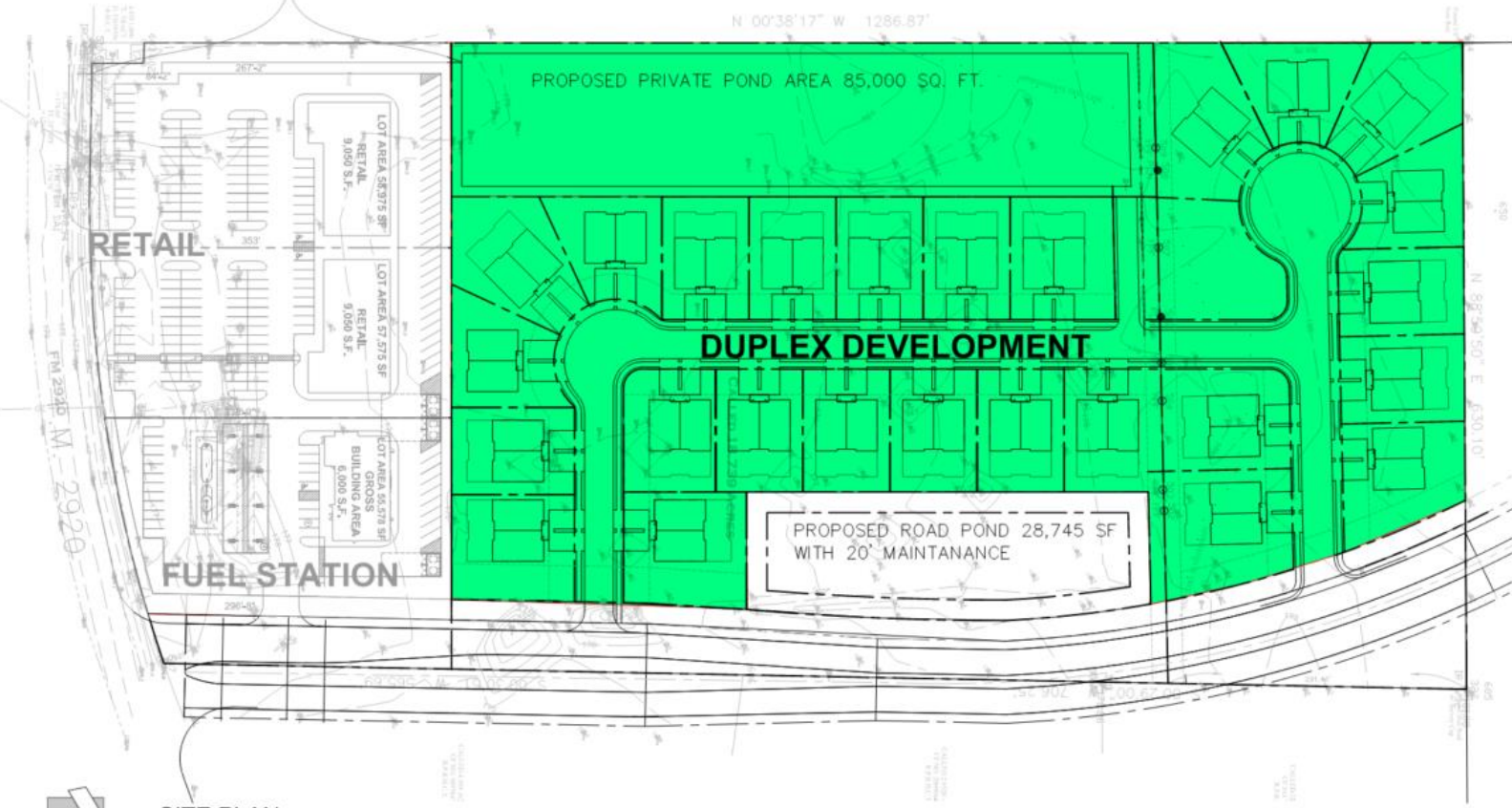
- South 88°02'40" West, a distance of 129.28 feet, to a 5/8-inch iron rod with cap (DART) set;
- South 00°38'17" East, a distance of 392.17 feet, to a 5/8-inch iron rod with cap (DART) set;
- North 89°21'43" East, a distance of 132.95 feet, to a 5/8-inch iron rod with cap (DART) set;
- South 02°07'38" West, a distance of 94.93 feet, to a 5/8-inch iron rod with cap (DART) set;
- South 00°29'41" West, a distance of 193.22 feet, to a 5/8-inch iron rod with cap (DART) set;

THENCE South 89°21'41" West, over and through said 18.739-acres tract, a distance of 562.55 feet, to the **POINT OF BEGINNING** and containing 11.40-Acres (496,734 Square feet) more or less.

Benjamin Jauma
 R.P.L.S. No. 6417
 May 10, 2024



Job No. 2024-04-006
 FIRM number 10194710



SITE PLAN
NTS

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

SPECIAL WARRANTY DEED

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

FREDDY WIRT, A MARRIED MAN, NOT JOINED HEREIN BY MY SPOUSE AS THE PROPERTY HEREIN CONVEYED CONSTITUTES NO PART OF OUR HOMESTEAD ("Grantor"), whose mailing address is 20716 Cedar Ln, Tomball, Texas 77377, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to Grantor in hand paid by INTERNATIONAL COMMERCIAL DEVELOPMENT ENTERPRISE, LLC, a Texas limited liability company ("Grantee"), whose mailing address is 25420 Kuykendahl Rd, Suite D-400, Tomball, Texas 77375, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, Grantor's entire undivided ownership interest in the real property, together with all improvements thereon, described as follows (the "Property"):

BEING A 18.739 ACRE TRACT OF LAND IN THE JOHN EDWARDS SURVEY (A-20), AND THE CHAUNCEY GOODRICH SURVEY, (A-311) IN HARRIS COUNTY, TEXAS, OUT OF THAT CERTAIN 130.971 ACRE TRACT OF LAND DESCRIBED UNDER CLERK'S FILE NO. T469927, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS (OPRRPHCOTX), SAID 18.739 ACRES IS HEREAFTER REFERRED TO AS "THE SUBJECT TRACT" AND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging to have and to hold unto Grantee, and Grantee's heirs, successors and assigns, forever; and Grantor does hereby bind itself and its heirs and successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to (i) to the liens securing payment of ad valorem taxes for the current and all subsequent years and (ii) easements, liens, reservations, covenants, conditions, and restrictions of record in Harris County, Texas, or visible or apparent on the ground to the extent the foregoing affect the Property. By acceptance of this Deed, Grantee assumes and agrees to perform all of the obligations of Grantor under said easements, reservations, covenants, conditions and restrictions, and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years.

17066933

FILED BY
ALAMO TITLE COMPANY
(HOUSTON)

RP-2017-242129

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

EXECUTED AS OF AND EFFECTIVE the 31 day of May, 2017.

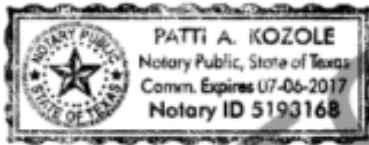
GRANTOR:

Freddy Wirt
FREDDY WIRT

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF Harris §

Before me, a Notary Public, on the 31 day of May 2017, personally appeared **FREDDY WIRT**, who acknowledged that he did sign the foregoing instrument, and acknowledged to me that he executed the same for the uses and purposes and consideration therein expressed.



Patti A Kozole
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

THE HAY LEGAL GROUP PLLC
611 W. 5th Street, Suite 300
Austin, Texas 78701

RP-2017-242129

UNOFFICIAL COPY

LEGAL DESCRIPTION

Order No.: ATCH17066923

Being a 18.739 acre tract of land in the **John Edwards Survey (A-20)**, and the **Chauncey Goodrich Survey, (A-311)** in Harris County, Texas, out of that certain 130.971 acre tract of land described under Clerk's File No. T469927, of the Official Public Records of Real Property of Harris County, Texas (OPRRPHCoTx), said 18.739 acres is hereafter referred to as "the subject tract" and is more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found lying in a curve in the North right-of-way line of FM 2920 (120 Ft. R-O-W), and marking the lower Southeast corner of the said 130.971 acre tract (hereafter called "parent tract"). Said point marks the Southeast corner of the subject tract, and the Southwest corner of a forty-foot-wide strip of land that is the old abandoned right-of-way of Tomball Waller Road;

THENCE in a westerly direction with a curve to the right along the North line of F. M. 2920 (Radius = 1372.40', Central Angle = 20°45'42", Chord = South 80°59'48" West - 494.58') an arc length of 497.30 feet to a 5/8 inch iron rod found marking the end of said curve;

THENCE North 89°16'00" West, continuing with the North line of F.M. 2920, a distance of 95.61 feet to a 5/8 inch iron rod found marking the lower Southwest corner the subject tract, and the Southeast corner of that certain twenty-by-fifty foot (20' X 50') tract of land described in deed to Salem Lutheran Church recorded under Clerk's File No. U659556;

THENCE North 00°38'17" West, departing the North line of F.M. 2920 a distance of 50.00 feet to a 5/8 inch iron rod found marking an interior corner of the subject tract, and the Northeast corner of the said Salem Lutheran Church tract;

THENCE North 89°16'00" West, a distance of 20.00 feet to a 5/8 inch iron rod found lying in the West line of the parent tract, in the East line of that certain 121 acre tract of land recorded in Volume 3948, Page 462, and Volume 962, Page 260 (HCDR) and marking the upper Southwest corner of the subject tract, and the Northwest corner of the said Salem Lutheran Church tract;

THENCE North 00°38'17" West, with the West line of the parent tract, a distance of 1286.87 feet to a 5/8 inch iron found marking the Northwest corner of the subject tract, and the Southwest corner of that certain 31.159 acre tract of land described under Clerk's File No. V256093;

THENCE North 88°59'50" East, departing the West line of the parent tract and with the South line of the said 31.159 acre tract, a distance of 630.10 feet to a 5/8 inch iron rod found marking the Northeast corner of the subject tract, and the Northwest corner of that certain 21.001 acre tract of land described under Clerk's File No. U682638;

THENCE South 00°29'00" West departing the South line of the said 31.159 acre tract, a distance of 706.25 feet to a 5/8 inch iron rod found marking the Southwest corner of the said 21.001 acre tract, an outside corner of a ninety-degree bend in the said old abandoned right-of-way of Tomball Waller Road, an interior corner of the parent tract, and a slight angle point in the East line of the subject tract;

THENCE South 00°30'51" West, with the West line of the said abandoned right-of-way, a distance of 565.69 feet to the **POINT OF BEGINNING** and containing 18.739 acres of land.

RP-2017-242129

RP-2017-242129

UNOFFICIAL

RP-2017-242129
Pages 4
06/01/2017 02:18 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$24.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

COPY

City Council Agenda Item Data Sheet

Meeting Date: November 4, 2024

Topic:

Conduct Public Hearing for the Purpose of Considering the Following Proposed Annexation: *Being 4.339 acres (189,008 square feet) tract of land situated in the John Edwards Survey, Abstract No. 20 and Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, being a portion of a called 18.739-acres recorded under County Clerk's File No. (C.C.F. No.) RP-2017- 242129, Official Public Records, Harris County, Texas (O.P.R.H.C.T.)*

Adopt, on First Reading, Ordinance No. 2024-37, an Ordinance granting the request for annexation of a certain tract of land being 4.339 acres (189,008 square feet) tract of land situated in the John Edwards Survey, Abstract No. 20 and Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, being a portion of a called 18.739 acres recorded under County Clerk's File No. (C.C.F.No.) RP-2017-242129, Official Public Records, Harris County, Texas (O.P.R.H.C.T.); providing for a service plan; providing for severability.

Background:

The applicant is requesting annexation into the City of Tomball. Proposed rezoning of 4.339 acres (189,008 square feet) of land from Agricultural (AG) to General Retail (GR) after initial annexation.

Origination: International Commercial Development Enterprise LLC

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

ORDINANCE No. 2024-37

AN ORDINANCE GRANTING THE REQUEST FOR ANNEXATION OF A CERTAIN TRACT OF LAND BEING 4.339 ACRES (189,008 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739 ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F.NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.); PROVIDING FOR A SERVICE PLAN; PROVIDING FOR SEVERABILITY.

WHEREAS, International Commercial Development Enterprise, LLC, a Texas limited liability company, acting through its agent, Santos Gonzalez, is the owner (the "Owner") of the said property described in Exhibit A (the "Property") evidenced by Special Warranty Deed as Exhibit C; and

WHEREAS, the Owners has submitted a request that the City of Tomball annex the Property into the City of Tomball, Exhibit A; and

WHEREAS, the above described tract lies within the extraterritorial jurisdiction of the City of Tomball, Texas; and

WHEREAS, Texas Local Government Code, at Section 43.0671 allows a municipality to annex an area if each owner of the land in the area requests the annexation, the municipality conducts a public hearing on the proposed annexation, and the owners and the municipality enter into a written agreement for the provision of services in the area to be annexed; and

WHEREAS, the Property does not qualify for agricultural or wildlife management use or as timber land; and

WHEREAS, on November 4, 2024, a public hearing was held at the City of Tomball City Council Chambers, at 401 Market Street, Tomball, Texas 77375, where all interested persons were provided an opportunity to be heard on the request for annexation of the Property; and

WHEREAS, the City of Tomball has agreed to provide the services set forth in Exhibit B to the proposed annexed area;

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

Section 1. That all the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this ordinance.

Section 2. The request for the annexation of the Property described in Exhibit A attached hereto and incorporated herein for all purposes is hereby GRANTED.

Section 3. The land and territory are hereby added and annexed to the City of Tomball, Texas, and said territory hereinafter described shall hereafter be included within the boundary limits of the City of Tomball, Texas, to wit:

SEE ATTACHED (**Exhibit A**)

Section 4. That the above described territory and the area so annexed shall be a part of the City of Tomball, Texas, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Tomball, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Tomball, Texas.

Section 5. That the service plan attached hereto, as **Exhibit B** is hereby adopted as part of the annexation of the Property described in **Exhibits A**.

Section 6. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

Section 7. Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Tomball, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to all of the remainder of the area. If there is included within the general description of territory set out in this Ordinance to be annexed to the City of Tomball any lands or area which are presently part of and included within the limits of any other city or within the extraterritorial jurisdiction of any other city, or which are not within the City of Tomball's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed as fully as if such excluded and excepted area were expressly described herein.

FIRST 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 NOVEMBER 2024.

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

SECOND READING:

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

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

FOR: CITY OF TOMBALL, TEXAS

LORI KLEIN QUINN, Mayor

ATTEST:

TRACY GARCIA, City Secretary

FOR: THE OWNER

_____ [SIGNATURE]

_____ [NAME]

ACKNOWLEDGEMENT

For the City

State of Texas §
County of Harris §

This instrument was executed before me on _____ 2024, by _____,
DATE NAME
_____ of the City of Tomball, a Texas municipal corporation, on behalf of
TITLE
said corporation.

[SEAL]

Notary Public in and for the State of Texas

For the Owners

State of _____ §
County of _____ §

This instrument was executed before me on _____ 2024, by _____,
DATE NAME
_____ of _____, a State of _____,
TITLE ORGANIZATION NAME STATE ORGANIZATION TYPE
on behalf of said organization.

[SEAL]

Notary Public in and for the State of Texas

Annexation Request



The City of Tomball requires annexation as a condition of extending municipal water, wastewater and/or other utility services to property located outside of the City's full-purpose jurisdiction. Following annexation, available utility services will be provided to the annexed property under the same terms and conditions as for other property located within the City of Tomball.

The undersigned property owner requests full-purpose annexation of the subject tract into the City of Tomball's full purpose jurisdiction in accordance with Chapter 43 of the Texas Local Government Code.

Requesting annexation does not change the City's obligation to provide municipal services in accordance with Chapter 43 of the Texas Local Government Code.

For information regarding the City's annexation process, please contact the City Secretary at 281-290-1002 or the Community Development Department at 281-290-1405.

Annexation must be completed prior to extension of water, wastewater, and/or other utilities.

I/We, the undersigned, am/are the current owner(s) of the tract described above and I/we request annexation into the City of Tomball for full-purposes in accordance with Chapter 43 of the Texas Local Government Code.

Santos Gonzalez

Name of Owner(s) (Type or Print)

02 / 28 / 2024

Owner's Signature

Date

Received by City Secretary

Date

Received by Community Development Department

Date

CITY OF TOMBALL
ANNEXATION REQUEST APPLICATION
Part A: Statement of Request

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Mayor and Council:

1. I (we) the undersigned being the owner(s) of the property legally described as:

(Insert legal description [metes and bounds] here or attach separately.

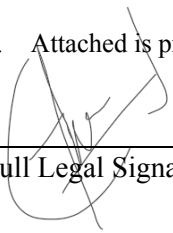
TR 17
ABST 20 J H EDWARDS

hereby request the annexation of described property into the City of Tomball. Included with this request for annexation are all pertinent property Harris County Appraisal District Account Numbers:
0402200010065

(Obtainable through the County Clerk's Office)

2. The described property is contiguous to the City of Tomball's corporate city limits - Yes ___ No.

3. Attached is proof of ownership of the property by the undersigned - Yes ___ No.



Full Legal Signature

SANTOS GONZALEZ

Name (print)
INTERNATIONAL COMMERCIAL
DEVELOPMENT ENTERPRISE LLC

Company Name (if applicable)

25420 KUYKENDAHL RD STE D-400

Mailing Address (print)

TOMBALL TX 77375-3424

City, State, Zip

832-888-3321

Phone Number

ernestogrey100@gmail.com

E-mail Address (print)

02 / 28 / 2024

Date

Full Legal Signature

Name (print)

Company Name (if applicable)

Mailing Address (print)

City, State, Zip

Phone Number

E-mail Address (print)

Date

Part B: Annexation Property Evaluation & Anticipated Development Information

(Please print or type.)

1. Agent's Contact Information:

Please list any agents acting on behalf of the annexation property owner that should be notified of information pertaining to this annexation request.

(Attach a list of additional agents, if necessary.) _____

Ernesto Grey (Grey Realty),

Name: Ernesto Quintanilla (Concept E&Y),

Company Name: Concept E&Y

Mailing Address: 810 S MASON RD, SUITE 225, KATY TX 77450
City/State/Zip

Phone Number: 210-255-9850

E-mail Address: QUINTANILLA@CONCEPT-EANDY.COM

2. Property Addresses:

Please list all property addresses associated with the proposed annexation property.

(Attach a list of additional property addresses, if necessary.)

a. 16000 Farm to Market 2920, TOMBALL, TX 77377

b. _____

c. _____

d. _____

e. _____

f. _____

g. _____

h. _____

i. _____

j. _____

k. _____

3. Nature of Existing Property:

Property Location: _____ Number of Acres: 4.339

Existing Zoning: N/A

Is development in conformance with existing zoning districts? N/A
Yes ___ No ___ Don't know

Current Assessed Valuation of Land: _____

Improvements: _____

Total: _____

Check if this property does not currently contain any structures, then proceed to #4.

a.) **Residential** (existing)

_____ Check here if there are no residential structures on the property.

No. of Units _____
No. of Lots _____ or Acres _____
Single-Family _____
Duplexes _____
Four-Plex _____
Patio Homes _____
Townhouses _____
Apartments _____

b.) **Office and Commercial** (existing)

_____ Check here if there are no office or commercial structures on the property.

Size (Sq. Ft.) _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

c.) **Institutional** (existing)

_____ Check here if there are no institutional structures on the property.

Size (Sq. Ft.) _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

d.) **Industrial** (existing)

_____ Check here if there are no industrial structures on the property.

Size (Sq. Ft.) _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

4. **Anticipated Development**

a.) **Platting Status** *(Please check the applicable box below)*

_____ **A plat pertaining to this property has been submitted to the Community Development Department for review**

A plat pertaining to this property will be submitted to the Community Development Department in the near future

_____ A plat will not be submitted within the next 6 months

b.) **Zoning Status** - Please note that properties are annexed as Agricultural "AG", unless zoning reclassification is requested by the property owner in conjunction with annexation.

If a zoning reclassification is desired in conjunction with the annexation process, please check this box and contact the Community Development Department.

Will zoning changes be required and requested in the future to accommodate anticipated development?

Yes If yes, please describe: 4.35 acres of 18.739
 No

c.) Residential (anticipated)

Check here if no residential structures are anticipated on the proposed property.

No. of Units _____ **Value of Units** _____
No. of Lots or Acres _____ **Total Estimated Value** _____

Single-Family _____
Duplexes _____
Four-Plex _____
Patio Homes _____
Townhouses _____
Apartments _____
Total _____

d.) Office and Commercial (anticipated)

Check here if no office and/or commercial structures are anticipated on the proposed property.

Size (Sq. Ft.) 25,000 SF 2 RETAIL SHELL BLDGS (9,050 SF EA)
Unit Value (\$/Sq. Ft.) 250 SF W/ 50% RESTAURANT
Total Estimated Value 6,250,000 1 GAS STATION W/1.5
Structure _____
Exterior Site Improvements _____

Total Site Coverage 189,685 SF

e.) Institutional (anticipated)

Check here if no institutional structures are anticipated on the proposed property.

Size (Sq. Ft.) _____
Unit Value (\$/Sq. Ft.) _____
Total Estimated Value _____
Structure _____
Exterior Site Improvements _____

Total Site Coverage _____

f.) Industrial (anticipated)

Check here if no industrial structures are anticipated on the proposed property.

Size (Sq. Ft.) _____
Unit Value (\$/Sq. Ft.) _____
Total Estimated Value _____
Structure _____
Exterior Site Improvements _____

Total Site Coverage _____
Estimated Number of Employees _____

g.) Staging of Anticipated Development (In %)

	Current						
	Yr	Yr2	Yr3	Yr4	Yr5	Yr10	Yr20
Residential	_____	<u>50%</u>	<u>50%</u>	_____	_____	_____	_____
Office / Commercial	_____	<u>50%</u>	<u>50%</u>	_____	_____	_____	_____
Institutional	_____	_____	_____	_____	_____	_____	_____
Industrial	_____	_____	_____	_____	_____	_____	_____



14701 Saint Mary's Lane
 Ste. 150
 Houston, TX 77079
 Office: 281-584-6688

**METES AND BOUNDS DESCRIPTION
 4.339-ACRES (189,008 SQUARE FEET.)
 JOHN EDWARDS SURVEY, ABSTRACT NO. 20 &
 CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311
 HARRIS COUNTY, TEXAS**

BEING 4.339-ACRES (189,008 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739-ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F. NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 4.339-ACRES TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING At a 5/8-inch iron rod with yellow cap found in the northerly Right-Of-Way (R.O.W.) line of FM 2920 Road (120 foot wide), being the southeast corner of that certain tract of land described as 122-acres tract recorded under C.C.F. NO. M463098 & P133167, O.P.R.H.C.T., and the southwest corner of that certain tract of land described as 0.023-acres tract recorded under C.C.F. NO. U659556, O.P.R.H.C.T.;

THENCE (L1) South 89°16'00" East, with the northerly R.O.W. line of said FM 2920 Road, a distance of 20.00 feet to a bent 5/8-inch iron rod found for the **POINT OF BEGINNING**, the southeast corner of said 0.023-acres tract and the southwest corner of the herein described tract;

THENCE (L2) North 00°38'17" West, with the east line of said 0.023-acres tract, a distance of 50.00 feet, to a 5/8-inch iron rod with cap (DART) set for the northeast corner of said 0.023-acres tract, and an interior angle point of the herein described tract;

THENCE (L3) North 89°16'00" West, with the north line of said 0.023-acres tract, a distance of 20.00 feet, to a 5/8-inch iron rod found for the northwest corner of said 0.023-acres tract, and an exterior angle point of the herein described tract;

THENCE North 00°38'17" West, with the east line of said 122-acres tract, a distance of 300.02 feet, to a 5/8-inch iron rod with cap (DART) set in the west line of said 18.739-acres tract, being the northwest corner of the herein described tract;

THENCE North 89°21'41" East, over and through said 18.739-acres tract, a distance of 562.55 feet, to a 5/8-inch iron rod with cap (DART) set for the northeast corner of the herein described tract;

THENCE South 00°29'41" West, over and through said 18.739-acres tract, a distance of 259.08 feet, to a 5/8-inch iron rod with cap (DART) set for an angle point in the east line of the herein described tract;

THENCE (L4) South 00°38'09" West, over and through said 18.739-acres tract, a distance of 37.22 feet, to a 5/8-inch iron rod with cap (DART) set in the northerly R.O.W. line of said FM 2920 Road, being the southeast corner of the herein described tract;

THENCE (C1) along a curve to the right with the northerly R.O.W. line of said FM 2920 Road, having a curve length of 446.60 feet, a radius of 1372.40 feet, a delta angle of 18°38'42", and a chord bearing and distance of South 82°03'17" West, 444.64 feet to the end of said curve, from which a bent 1/2-inch iron rod found bears South 32°39' West, 0.44 feet;

THENCE (L5) North 89°16'00" West, with the north line of said FM 2920 Road, a distance of 95.61 feet, to the **POINT OF BEGINNING** and containing 4.339-Acres (189,008 Square feet) more or less.

Benjamin Jauma
 R.P.L.S. No. 6417
 May 13, 2024



Job No. 2024-04-006
 FIRM number 10194710

EXHIBIT B
SERVICE PLAN

- I. **Introduction.** This Municipal Service Plan (the “Plan”) is made by the City of Tomball, Texas (the “City”), pursuant to Chapter 43 of the Texas Local Government Code. This Plan relates to the annexation by the City of the tract of land (the “Tract”) described in metes and bounds in “Exhibit A”, which is attached to the Petition, this Plan, and to the annexation ordinance which this Plan is a part.
- II. **Effective Term.** This Plan shall be in effect for a period of ten (10) years commencing on the effective date of the annexation of the Tract, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.
- III. **Intent.** It is the intent of the City that services under this Plan shall equal the number of services and level of services in existence within the Tract prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected within the Tract. However, it is not the intent of this Plan to require that a uniform level of service be provided to all areas of the City, including the Tract, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

The City reserves the right, granted to it by Section 43.056(k), Texas Local Government Code, to amend this Plan, if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Texas Local Government Code, or other Texas laws to make this Plan unworkable, obsolete, or unlawful.

IV. **Service Programs.**

A. In General.

1. This Plan includes the following service programs: a General Services Program and a Capital Improvement Program.
2. As used in this Plan, “providing services” shall include having services provided by any method or means by which the City may extend municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

As used in this Plan, the phrase “standard policies and procedures” shall mean those policies and procedures of the City applicable to a particular service, which are in effect either at the time that the service is requested or

at the time the service is made available or provided. Such policies and procedures may require a specific type of request be made, such as an application or a petition, may require that fees or charges be paid, and may include eligibility requirements or other similar provisions.

3. **Extension Policy.** The following information is a summary of the City's policies respecting water, wastewater and gas service extensions. This summary is made in compliance with Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing herein shall repeal any provisions of the Code of Ordinances of the City, as amended, or any of the uncodified ordinances that contain the City's policies and procedures.

The City extends water, wastewater, and gas services to existing unserved development as follows:

Construction of such service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of any water and/or wastewater lines into the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) and to provide adequate capacity for projected service requirements.

Persons or entities desiring to develop land within unserved areas must construct water, wastewater, and gas service lines and extensions to connect to City trunk lines to serve the new development.

- B. **General Services Program.** The following services will be provided within the Tract within the period required by State law: police protection, fire protection, solid waste collection, operation and maintenance of water, wastewater, and gas facilities, operation and maintenance of roads and streets, including lighting, operation and maintenance of parks, playgrounds, and swimming pools, and maintenance of any other publicly owned facility, building or service. The General Services Program plan is as follows:

1. Police Protection. The Police Department of the City will provide protection and law enforcement within the Tract. These activities will include routine patrols and responses, handling of complaints and incident reports, and, as appropriate, support by special units. In order to provide the above services, the Police Department will operate from a City facility.

2. Fire Protection. The Fire Department of the City currently provides fire protection to the Tract. Fire protection will be provided from either the southside or central fire stations. Fire protection will remain at the current level of service.
3. Solid Waste Collection. All eligible residences and businesses will be provided solid waste collection service, either by City personnel or by contract.
4. Maintenance of Water, Wastewater, and Gas Facilities. There are no City water, wastewater, or gas facilities currently located within the Tract. If any such facilities are constructed or acquired by the City within the Tract, the City's Department of Public Works will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
5. Operation and Maintenance of Roads and Streets (including lighting). The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through an electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
6. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Department of Parks and Recreation will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
7. Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's Department of

Public Works, as needed. Any other facility, building, or service existing or which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

- C. Capital Improvement Program. It is the intent of the City to provide full City services within the Tract not less than four and one-half (4-1/2) years after the effective date of annexation of the Tract, in accordance with the Texas Local Government Code, § 43.056(e).

The City will initiate the acquisition and construction of the capital improvements necessary to provide municipal services adequate to serve the Tract. Any necessary construction or acquisition is indicated below, and any such construction or acquisition shall begin within two (2) years of the effective date of this Plan and shall be substantially completed within 4-1/2 years, except as otherwise indicated:

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded police facilities.
2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.
3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.
4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan.
5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water facilities. Water services will be provided according to the standard policies

and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of water services is attached to and made a part of this Plan.

6. Gas Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public gas facilities. Gas services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of gas services is attached to and made a part of this Plan.
7. Roads and Streets (including lighting). The City will acquire jurisdiction in and over all public roads and streets within the Tract upon annexation, pursuant to Section 311.001 of the Texas Transportation Code and other similar provisions, except for public roads and streets subject to the jurisdiction of other governmental entities. Additional roads, streets, or related facilities are not necessary at this time to service the Tract. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices or street lights, within the Tract will be governed by standard policies and procedures of the City. The Tract will be included with other City territory in connection with planning for new, improved, revised, widened, or enlarged roads, streets, or related facilities.
8. Parks, Playgrounds, and Swimming Pools. No capital improvements are necessary at this time to provide park and recreational services to the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded parks, playgrounds, and/or swimming pools.
9. Other Publicly Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services can be provided to the Tract by using existing capital improvements. At this time, additional capital improvements are not necessary to provide City services. However, the Tract will be included with other City territory in connection with planning for new, revised, or expanded facilities, functions, and services.

- V. **Amendment**. This Plan may not be amended or repealed, except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes at any time. This Plan is subject to, and shall be interpreted in accordance with, the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and any orders, rules, or regulations of any other governmental body having jurisdiction.

- VI. **Force Majeure.** In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Plan, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City’s obligations, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term “force majeure” shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.
- VII. **Entire Plan.** This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

If one or more provisions of this Plan is held to be invalid, unenforceable, or illegal in any respect, the remainder of the Plan shall remain valid and in full force and effect.

SIGNATURES

For the City:

For the Property Owner:

Name [Signature]

Name [Signature]

Name [Printed]

Name [Printed]

Position

Company [if applicable]

Date

Date

SERVICE AGREEMENT NOT VALID UNTIL SIGNED BY CITY REPRESENTATIVE AND
PROPERTY HAS BEEN ANNEXED

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

SPECIAL WARRANTY DEED

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

FREDDY WIRT, A MARRIED MAN, NOT JOINED HEREIN BY MY SPOUSE AS THE PROPERTY HEREIN CONVEYED CONSTITUTES NO PART OF OUR HOMESTEAD ("Grantor"), whose mailing address is 20716 Cedar Ln, Tomball, Texas 77377, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to Grantor in hand paid by **INTERNATIONAL COMMERCIAL DEVELOPMENT ENTERPRISE, LLC,** a Texas limited liability company ("Grantee"), whose mailing address is 25420 Kuykendahl Rd, Suite D-400, Tomball, Texas 77375, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, Grantor's entire undivided ownership interest in the real property, together with all improvements thereon, described as follows (the "Property"):

BEING A 18.739 ACRE TRACT OF LAND IN THE JOHN EDWARDS SURVEY (A-20), AND THE CHAUNCEY GOODRICH SURVEY, (A-311) IN HARRIS COUNTY, TEXAS, OUT OF THAT CERTAIN 130.971 ACRE TRACT OF LAND DESCRIBED UNDER CLERK'S FILE NO. T469927, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS (OPRRPHCOTX), SAID 18.739 ACRES IS HEREAFTER REFERRED TO AS "THE SUBJECT TRACT" AND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging to have and to hold unto Grantee, and Grantee's heirs, successors and assigns, forever; and Grantor does hereby bind itself and its heirs and successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to (i) to the liens securing payment of ad valorem taxes for the current and all subsequent years and (ii) easements, liens, reservations, covenants, conditions, and restrictions of record in **Harris County, Texas**, or visible or apparent on the ground to the extent the foregoing affect the Property. By acceptance of this Deed, Grantee assumes and agrees to perform all of the obligations of Grantor under said easements, reservations, covenants, conditions and restrictions, and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years.

17066923

**FILED BY
ALAMO TITLE COMPANY
(HOUSTON)**

RP-2017-242129

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

EXECUTED AS OF AND EFFECTIVE the 31 day of May, 2017.

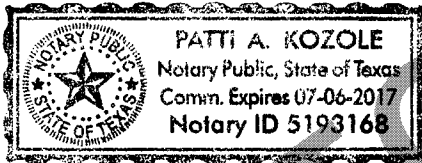
GRANTOR:

Freddy Wirt
FREDDY WIRT

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF Harris §
§

Before me, a Notary Public, on the 31 day of May, 2017, personally appeared **FREDDY WIRT**, who acknowledged that he did sign the foregoing instrument, and acknowledged to me that he executed the same for the uses and purposes and consideration therein expressed.



Patti A. Kozole
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

THE HAY LEGAL GROUP PLLC
611 W. 5th Street, Suite 300
Austin, Texas 78701

RP-2017-242129

UNOFFICIAL COPY

LEGAL DESCRIPTION

Order No.: ATCH17066923

Being a **18.739** acre tract of land in the **John Edwards Survey (A-20)**, and the **Chauncey Goodrich Survey, (A-311)** in Harris County, Texas, out of that certain 130.971 acre tract of land described under Clerk's File No. T469927, of the Official Public Records of Real Property of Harris County, Texas (OPRRPHCoTx), said 18.739 acres is hereafter referred to as "the subject tract" and is more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found lying in a curve in the North right-of-way line of FM 2920 (120 Ft. R-O-W), and marking the lower Southeast corner of the said 130.971 acre tract (hereafter called "parent tract"). Said point marks the Southeast corner of the subject tract, and the Southwest corner of a forty-foot-wide strip of land that is the old abandoned right-of-way of Tomball Waller Road;

THENCE in a westerly direction with a curve to the right along the North line of F. M. 2920 (Radius = 1372.40', Central Angle = 20°45'42", Chord = South 80°59'48" West - 494.58') an arc length of 497.30 feet to a 5/8 inch iron rod found marking the end of said curve;

THENCE North 89°16'00" West, continuing with the North line of F.M. 2920, a distance of 95.61feet to a 5/8 inch iron rod found marking the lower Southwest corner the subject tract, and the Southeast corner of that certain twenty-by-fifty foot (20' X 50') tract of land described in deed to Salem Lutheran Church recorded under Clerk's File No. U659556;

THENCE North 00°38'17" West, departing the North line of F.M. 2920 a distance of 50.00 feet to a 5/8 inch iron rod found marking an interior corner of the subject tract, and the Northeast corner of the said Salem Lutheran Church tract;

THENCE North 89°16'00" West, a distance of 20.00 feet to a 5/8 inch iron rod found lying in the West line of the parent tract, in the East line of that certain 121 acre tract of land recorded in Volume 3948, Page 462, and Volume 962, Page 260 (HCDR) and marking the upper Southwest corner of the subject tract, and the Northwest corner of the said Salem Lutheran Church tract;

THENCE North 00°38'17" West, with the West line of the parent tract, a distance of 1286.87 feet to a 5/8 inch iron found marking the Northwest corner of the subject tract, and the Southwest corner of that certain 31.159 acre tract of land described under Clerk's File No. V256093;

THENCE North 88°59'50" East, departing the West line of the parent tract and with the South line of the said 31.159 acre tract, a distance of 630.10 feet to a 5/8 inch iron rod found marking the Northeast corner of the subject tract, and the Northwest corner of that certain 21.001 acre tract of land described under Clerk's File No. U682638;

THENCE South 00°29'00" West departing the South line of the said 31.159 acre tract, a distance of 706.25 feet to a 5/8 inch iron rod found marking the Southwest corner of the said 21.001 acre tract, an outside corner of a ninety-degree bend in the said old abandoned right-of-way of Tomball Waller Road, an interior corner of the parent tract, and a slight angle point in the East line of the subject tract;

THENCE South 00°30'51" West, with the West line of the said abandoned right-of-way, a distance of 565.69 feet to the **POINT OF BEGINNING** and containing 18.739 acres of land.

RP-2017-242129

UNOFFICIAL

RP-2017-242129
Pages 4
06/01/2017 02:18 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$24.00

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

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

COPY

**NOTICE OF PUBLIC HEARING
TOMBALL CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



**MONDAY, NOVEMBER 4, 2024
6:00 P.M.**

Notice is hereby given that **PUBLIC HEARING** will be held by the Tomball City Council, as the Governing Body of the City of Tomball, at Regular Council Meeting on **MONDAY, NOVEMBER 4, 2024**, at 6:00 p.m., at **TOMBALL CITY HALL, 401 MARKET STREET, Tomball, Texas 77375**, for the purpose of considering the following:

**METES AND BOUNDS DESCRIPTION
4.339-ACRES (189,008 SQUARE FEET.)
JOHN EDWARDS SURVEY, ABSTRACT NO. 20 &
CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311
HARRIS COUNTY, TEXAS**

BEING 4.339-ACRES (189,008 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739-ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F. NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 4.339-ACRES TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING At a 5/8-inch iron rod with yellow cap found in the northerly Right-Of-Way (R.O.W.) line of FM 2920 Road (120 foot wide), being the southeast corner of that certain tract of land described as 122-acres tract recorded under C.C.F. NO. M463098 & P133167, O.P.R.H.C.T., and the southwest corner of that certain tract of land described as 0.023-acres tract recorded under C.C.F. NO. U659556, O.P.R.H.C.T.;

THENCE (L1) South 89°16'00" East, with the northerly R.O.W. line of said FM 2920 Road, a distance of 20.00 feet to a bent 5/8-inch iron rod found for the **POINT OF BEGINNING**, the southeast corner of said 0.023-acres tract and the southwest corner of the herein described tract;

THENCE (L2) North 00°38'17" West, with the east line of said 0.023-acres tract, a distance of 50.00 feet, to a 5/8-inch iron rod with cap (DART) set for the northeast corner of said 0.023-acres tract, and an interior angle point of the herein described tract;

THENCE (L3) North 89°16'00" West, with the north line of said 0.023-acres tract, a distance of 20.00 feet, to a 5/8-inch iron rod found for the northwest corner of said 0.023-acres tract, and an exterior angle

point of the herein described tract;

THENCE North 00°38'17" West, with the east line of said 122-acres tract, a distance of 300.02 feet, to a 5/8-inch iron rod with cap (DART) set in the west line of said 18.739-acres tract, being the northwest corner of the herein described tract;

THENCE North 89°21 '41" East, over and through said 18.739-acres tract, a distance of 562.55 feet, to a 5/8-inch iron rod with cap (DART) set for the northeast corner of the herein described tract;

THENCE South 00°29'41" West, over and through said 18.739-acres tract, a distance of 259.08 feet, to a 5/8-inch iron rod with cap (DART) set for an angle point in the east line of the herein described tract;

THENCE (L4) South 00°38'09" West, over and through said 18.739-acres tract, a distance of 37.22 feet, to a 5/8-inch iron rod with cap (DART) set in the northerly R.O.W. line of said FM 2920 Road, being the southeast corner of the herein described tract;

THENCE (C1) along a curve to the right with the northerly R.O.W. line of said FM 2920 Road, having a curve length of 446.60 feet, a radius of 1372.40 feet, a delta angle of 18°38'42", and a chord bearing and distance of South 82°03'17" West, 444.64 feet to the end of said curve, from which a bent 1/2-inch iron rod found bears South 32°39' West, 0.44 feet;

THENCE (L5) North 89°16'00" West, with the north line of said FM 2920 Road, a distance of 95.61 feet, to the **POINT OF BEGINNING** and containing 4.339-Acres (189,008 Square feet) more or less.

Persons interested in the above-proposed Annexation will be given an opportunity to be heard. Legal descriptions and maps of said property are available for inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas.

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 24th day of October 2024 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia

Tracylynn Garcia, TRMC, MMC, CPM
City Secretary

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

City Council Agenda Item Data Sheet

Meeting Date: November 4, 2024

Topic:

Conduct a public hearing and consideration to approve **Zoning Case Z24-14**: Request by International Commercial Development Enterprise LLC, represented by Ernesto Quintanilla, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 4.339 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the General Retail (GR) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2024-29, an Ordinance of the City of Tomball, Texas, amending Chapter 50 of the Tomball Code of Ordinances by rezoning approximately 4.339 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the General Retail (GR) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

On October 14th, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. Other than the applicant, no individuals from the public spoke regarding the case. The Planning & Zoning Commission had no questions for the applicant nor staff and the rezoning case was approved with a 4-0 vote. Commissioner Ross did not attend the meeting and had an excused absence.

Origination: International Commercial Development Enterprise LLC, represented by Ernesto Quintanilla

Recommendation: Approval

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

FUNDING (IF APPLICABLE)

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

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

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

Signed: _____ **Approved by:** _____

Staff Member Date

City Manager Date

ORDINANCE NO. 2024-29

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 4.339 ACRES OF LAND LEGALLY DESCRIBED AS A TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND THE CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311 FROM THE AGRICULTURAL (AG) DISTRICT TO GENERAL RETAIL (GR) DISTRICT. THE PROPERTY IS LOCATED AT 16000 FM 2920 ROAD, 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, International Commercial Development Enterprise, LLC, represented by Ernesto Quintanilla, has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 4.339 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311, within the City of Tomball, Harris County, Texas (the “Property”), from the Agricultural District to General Retail District; and

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

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

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

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

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

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

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

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

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

FIRST READING:

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

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

SECOND READING:

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

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

LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary

Exhibit "A"

Location: 16000 FM 2920 Road within the City of Tomball, Harris County, Texas.



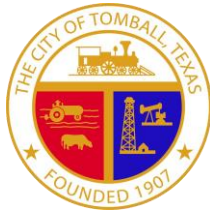
NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
CITY COUNCIL
NOVEMBER 4, 2024

Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on Monday, November 4, 2024 at 6:00 P.M. at City Hall, 401 Market Street, Tomball Texas. On such date, the City Council will consider the following:

Zoning Case Z24-14: Request by International Commercial Development Enterprise LLC, represented by Ernesto Quintanilla, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 4.339 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the General Retail (GR) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas.

Zoning Case Z24-15: Request by International Commercial Development Enterprise LLC, represented by Ernesto Quintanilla, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 11.40 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the Duplex Residential (D) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas.

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



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z24-14

9/24/2024

The Planning & Zoning Commission will hold a public hearing on **October 14, 2024 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by International Commercial Development Enterprise LLC, represented by Ernesto Quintanilla, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 4.339 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the General Retail (GR) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas.

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

The attached map shows the area of this request. Only that area which is highlighted in green on the map is being considered for **re-zoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **October 21, 2024 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

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

CASE #: Z24-14

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

Name:
Parcel I.D.:
Address:
Email: blashley@tomballtx.gov

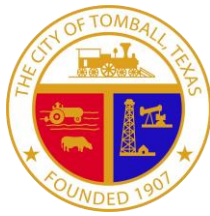
Mailing To: Community Development Department
501 James St., Tomball TX 77375

I am in favor

I am opposed

Additional Comments:

Signature: _____

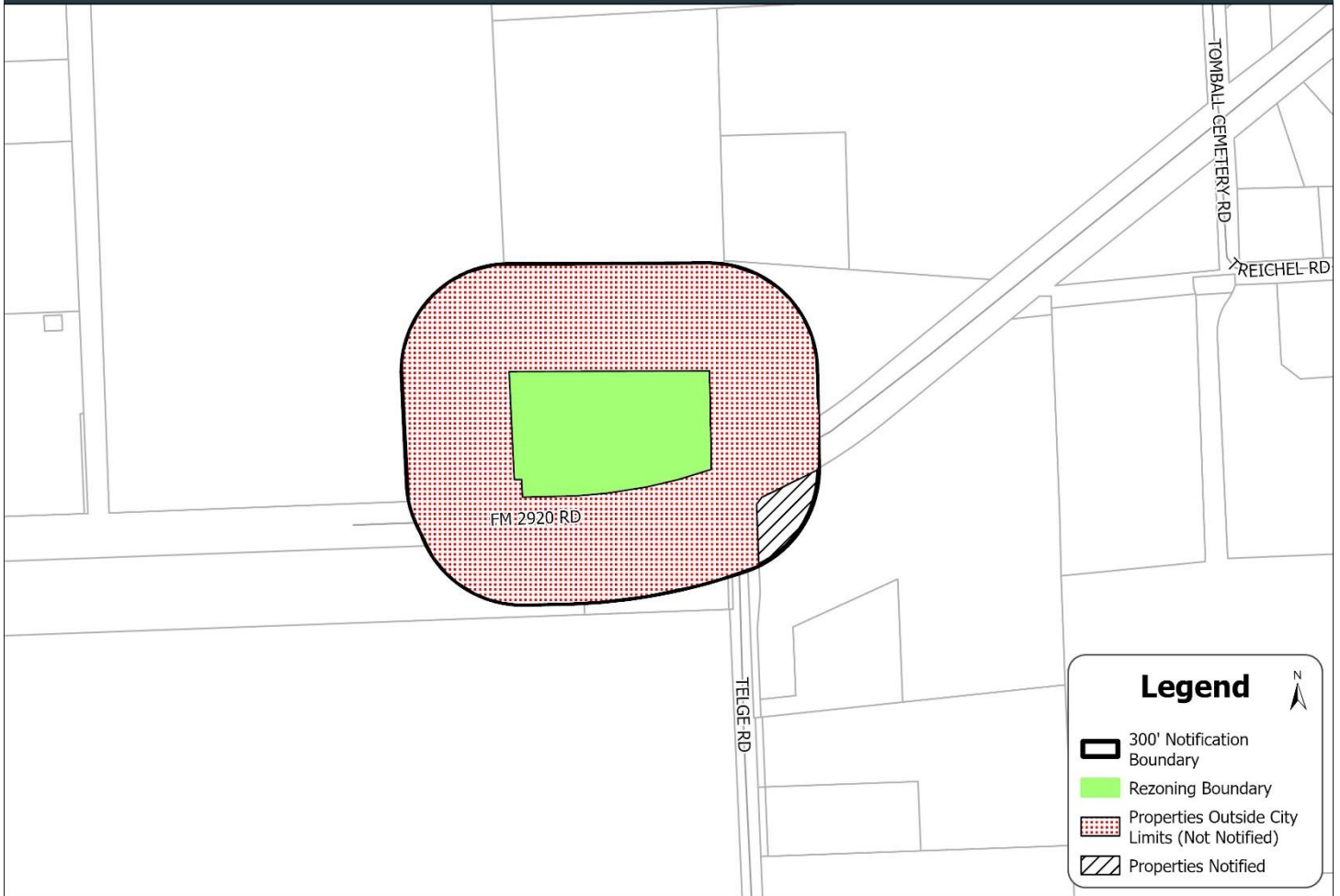


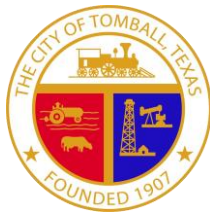
City of Tomball
Community Development Department

Z24-14



Notification Boundary





City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Rezoning Case Numbers Z24-14 and Z24-15

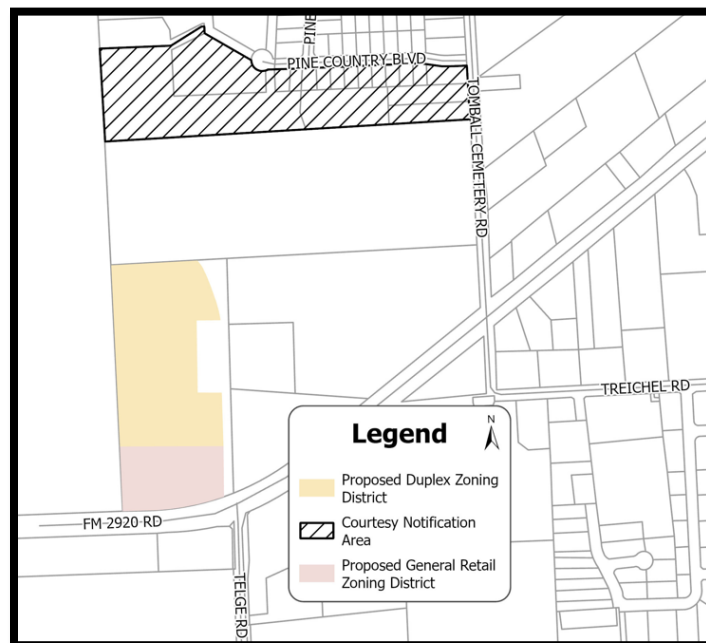
The City Council will hold public hearings on **November 4, 2024, at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to consider requests by International Commercial Development Enterprise LLC, represented by Ernesto Quintanilla, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning:

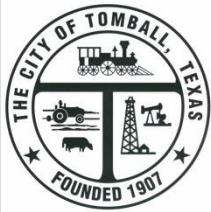
- Approximately 4.339 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the General Retail (GR) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas.
- Approximately 11.40 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the Duplex Residential (D) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas.

These public hearings are open to any interested person. Opinions, objections, and/or comments may be expressed in writing or in person at the hearings. Comments are also accepted by email as listed below.

The map below shows the area of these requests. Only the areas which are highlighted on the map are being considered for rezoning.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.





**Rezoning
Staff Report**

Planning & Zoning Commission Public Hearing Date: October 14, 2024
City Council Public Hearing Date: October 21, 2024

Rezoning Case: Z24-14
Property Owner(s): International Commercial Development Enterprise, LLC
Applicant(s): Ernesto Quintanilla
Legal Description: A tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311
Location: 16000 FM 2920 (Exhibit "A")
Area: 4.339 acres
Comp Plan Designation: None-recently annexed into the Tomball ETJ (Exhibit "B")
Present Zoning: None-currently outside the Tomball city limits (Exhibit "C")
Request: Rezone upon annexation from the Agricultural (Ag) zoning district to the General Retail (GR) zoning district.

Adjacent Zoning & Land Uses:

North: None / Proposed duplex development (currently undeveloped)
South: None / Convenience Store - Gas Station
East: None / Hans Crawfish
West: None / Single-family detached residence on large tract of land

BACKGROUND

The subject property is presently undeveloped and within the City of Tomball's Extra Territorial Jurisdiction (ETJ). The applicant is requesting annexation into the City of Tomball and the simultaneous rezoning of the property to allow for the development of a fuel station and retail center.

ANALYSIS

Since the subject property was recently annexed into the City of Tomball's ETJ, the property is not currently included in the City of Tomball's Comprehensive Plan and does not have a Future Land Use designation. The General Retail (GR) zoning district is designed to accommodate nonresidential uses along high-traffic areas, intersections of major collector streets, and along regionally serving thoroughfares. Land uses found within the GR district should facilitate opportunities for local neighborhood shopping, create facilities for the retail sales of goods and services, and help create a network of supportive services for the surrounding community.

The request to rezone the subject property to the General Retail (GR) zoning district is consistent with the development of the area. Additionally, the subject property has proposed access onto FM 2920 and the future northern extension of Telge Road, which is an existing major arterial that currently terminates at FM 2920. High traffic volume can be anticipated at the intersection of these roads which would support the development desired by the applicant.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site, within city limits, were mailed notification of this proposal on September 24, 2024. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z24-14.

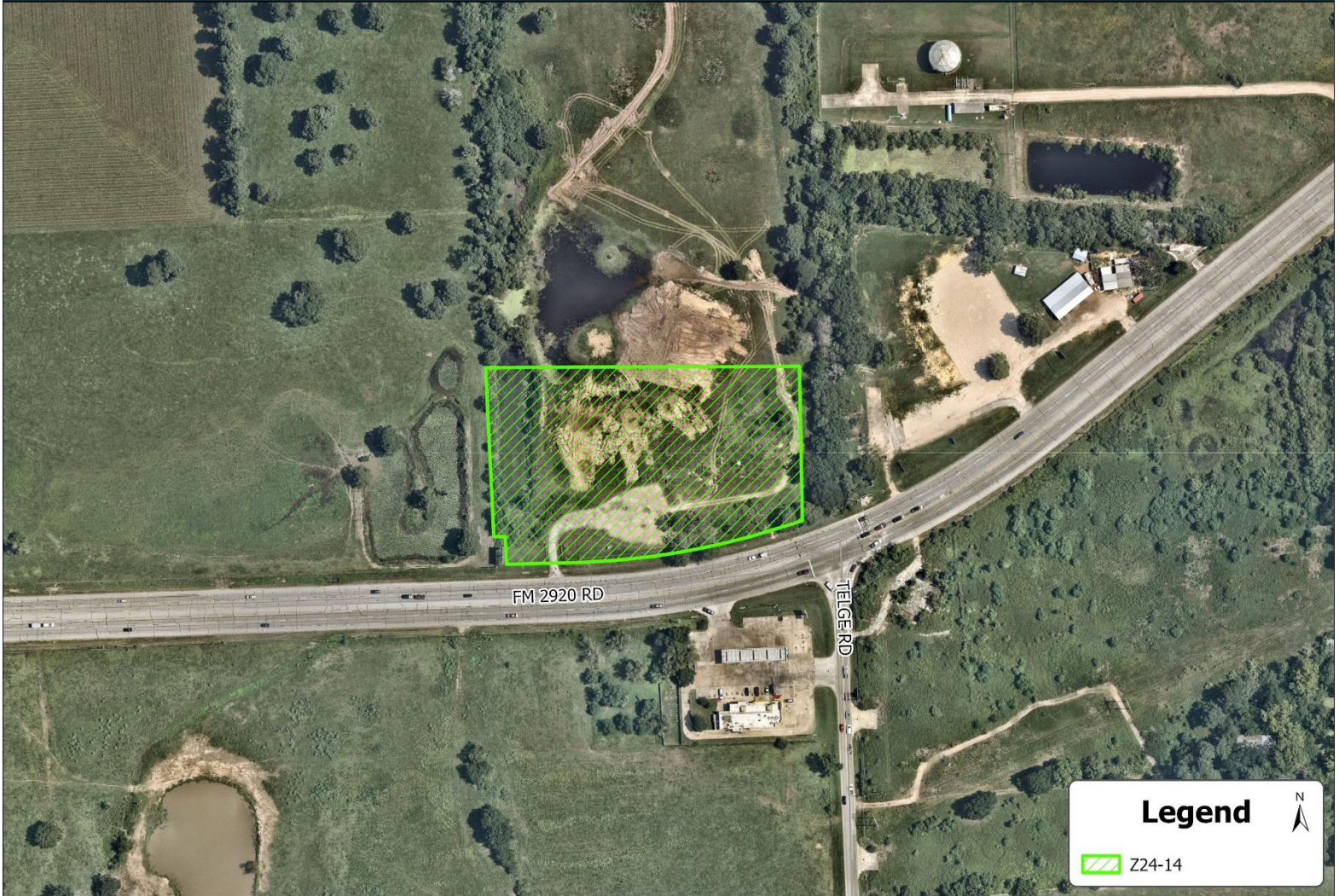
EXHIBITS

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

Exhibit "A"
Aerial Location Map



Location



Legend 

 Z24-14

Exhibit "B"
Future Land Use Plan



Future Land Use

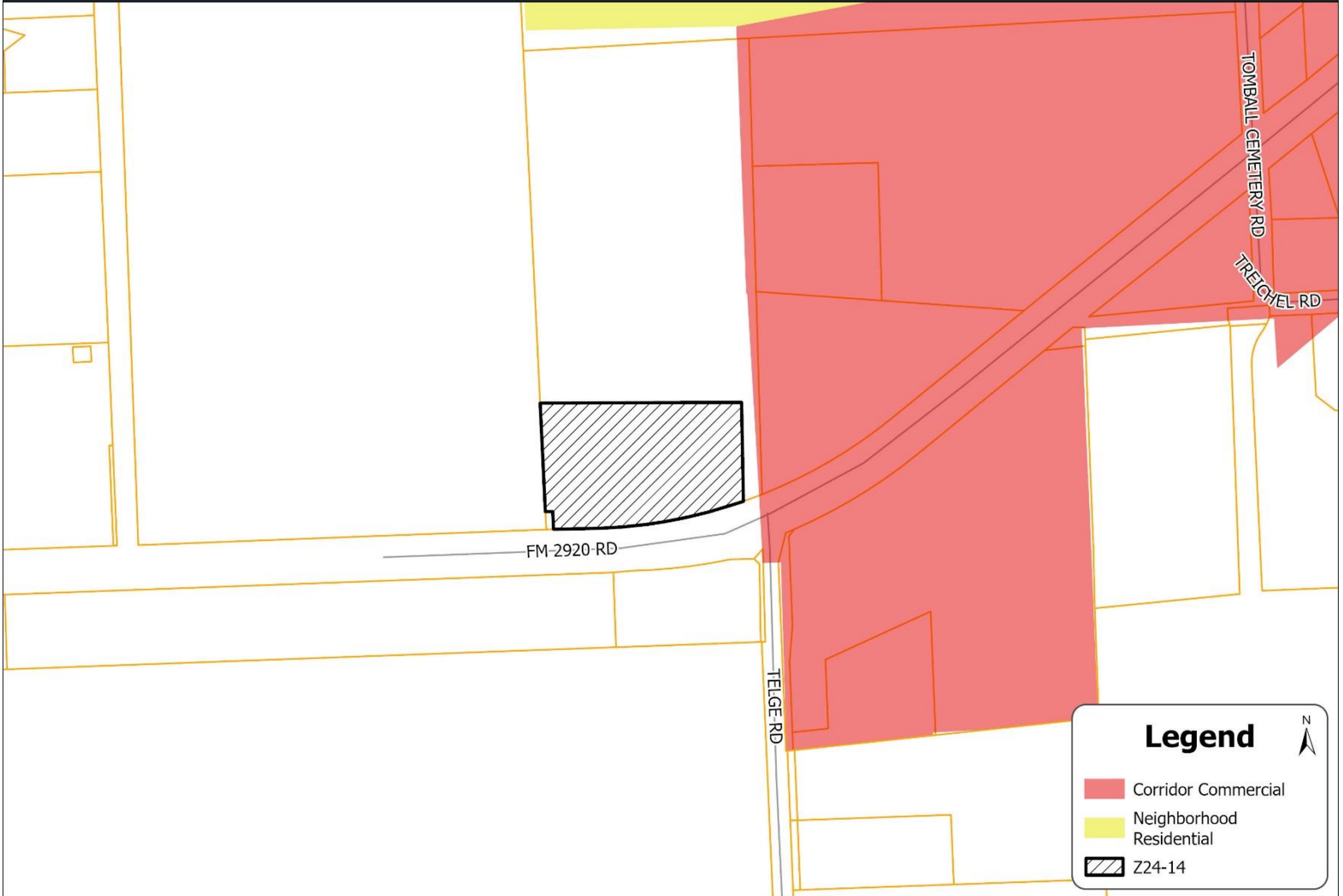
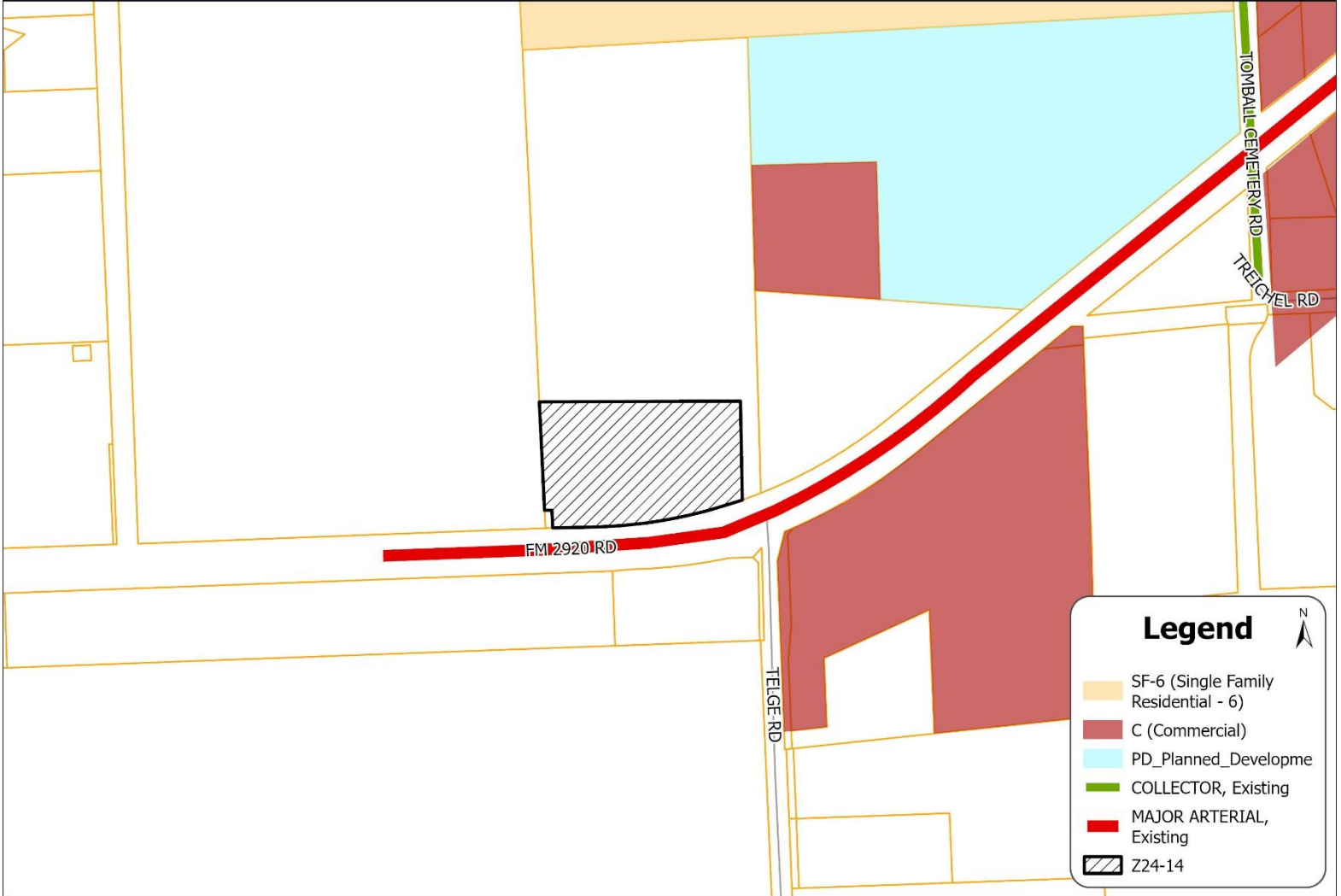


Exhibit "C"
Zoning Map



Zoning



**Exhibit “D”
Site Photo(s)**

Subject Site



Neighbor (North)



Neighbor (South)



Neighbor (East)



Neighbor (West)



Exhibit "E"
Rezoning Application

DocuSign Envelope ID: 406F359F-799B-4E0C-ADB2-515510680BA7

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: tomballedd
PASSWORD: Tomball

Applicant

Name: Ernesto Quintanilla Title: owners representative
Mailing Address: 810 S. Mason Rd. Suite 225 City: Katy State: TX
Zip: 77494 Contact: Ernesto Quintanilla
Phone: (210) 2559850 Email: quintanilla@concept-eandy.com

Owner

Name: International Commercial Development Ent. Title: owner
Mailing Address: 25420 Kuykendahl Rd. Ste D-400 City: Tomball State: TX
Zip: 77375 Contact: Ernesto Grey
Phone: (832) 888 3321 Email: ernestogrey100@gmail.com

Engineer/Surveyor (if applicable)

Name: _____ Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: Commercial Development

Physical Location of Property: 16000 FM 2920 Road Tomball TX, 77377
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR 17 ABST 20 J H EDWARDS
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Out of city limits.
Requesting for zoning at the same time with annexation.

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: Vacant property

Proposed Zoning District: GR General Retail

Proposed Use of Property: GR: - 2 retail plazas approx. 9,000sf
- gas station approx. 6,000sf

HCAD Identification Number: 0402200010065 Acreage: 18.75 AC

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

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

X  07/17/2024
Signature of Applicant Date

X  7/17/2024
Signature of Owner Date

Submittal Requirements

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

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

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

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

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

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

Application Process

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

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

CONCEPT E & Y LLC
810 S. MASON RD. SUITE 225
KATY, TX 77450

SUBJECT PROPERTY
16000 FM 2920 RD.
TOMBALL TX 77377
HCAD #
0402200010065

TBAE : BR-1855



CONCEPT E & Y LLC
ARCHITECTURAL DESIGN SERVICES



REQUEST LETTER

To Whom it May Concern:

We are requesting re-zoning along with the annexation process for the subject property. This property will house General Retail development at the south side of the property and Duplex development at the north side of the property.

For the General Retail property, the development will be 2 Retail Plazas and a Gas Station with a Convenience Store.

For the Duplex development we are proposing 26 Duplex buildings, or a total of 52 residences.

The purpose for the annexation is to gain Public Utilities for our Water, Wastewater and Gas.

The property will be platted along with this request, including the extension of TELGE Rd.

Thank you

Sincerely,

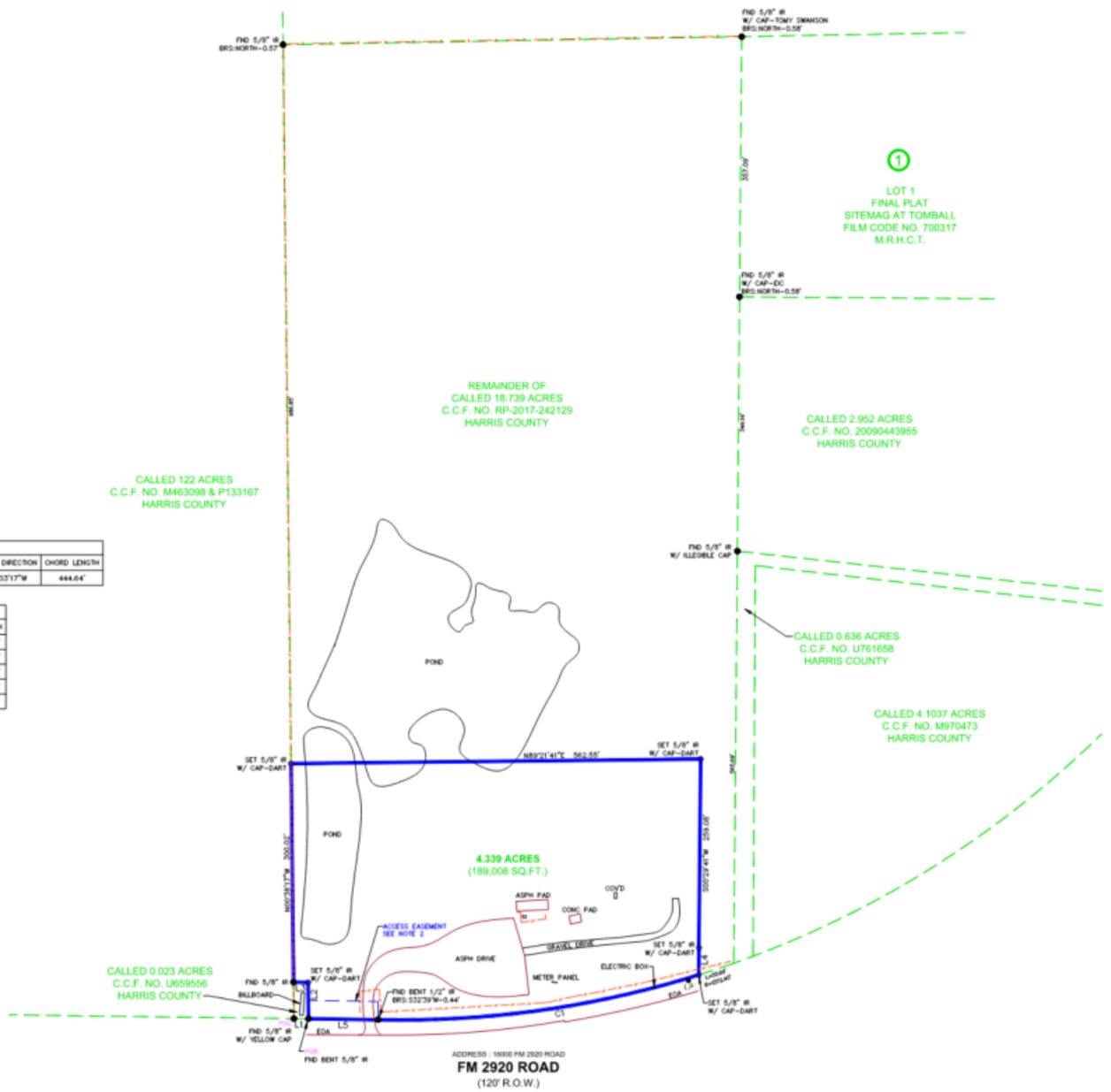
Ernesto Quintanilla
Owners Representative
e: quintanilla@concept-eandy.com
p: (210) 255 9850

P-01

July 17, 2024

CURVE TABLE					
CURVE #	LEN0TH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	446.60'	1372.40'	183°34'2"	S82°03'17"W	444.64'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°16'00"W	20.00'
L2	N00°38'17"W	50.00'
L3	N89°16'00"W	20.00'
L4	S00°38'09"W	37.22'
L5	N89°16'00"W	95.61'





14701 Saint Mary's Lane
 Ste. 150
 Houston, TX 77079
 Office: 281-584-6688

**METES AND BOUNDS DESCRIPTION
 4.339-ACRES (189,008 SQUARE FEET.)
 JOHN EDWARDS SURVEY, ABSTRACT NO. 20 &
 CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311
 HARRIS COUNTY, TEXAS**

BEING 4.339-ACRES (189,008 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739-ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F. NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 4.339-ACRES TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING At a 5/8-inch iron rod with yellow cap found in the northerly Right-Of-Way (R.O.W.) line of FM 2920 Road (120 foot wide), being the southeast corner of that certain tract of land described as 122-acres tract recorded under C.C.F. NO. M463098 & P133167, O.P.R.H.C.T., and the southwest corner of that certain tract of land described as 0.023-acres tract recorded under C.C.F. NO. U659556, O.P.R.H.C.T.;

THENCE (L1) South 89°16'00" East, with the northerly R.O.W. line of said FM 2920 Road, a distance of 20.00 feet to a bent 5/8-inch iron rod found for the **POINT OF BEGINNING**, the southeast corner of said 0.023-acres tract and the southwest corner of the herein described tract;

THENCE (L2) North 00°38'17" West, with the east line of said 0.023-acres tract, a distance of 50.00 feet, to a 5/8-inch iron rod with cap (DART) set for the northeast corner of said 0.023-acres tract, and an interior angle point of the herein described tract;

THENCE (L3) North 89°16'00" West, with the north line of said 0.023-acres tract, a distance of 20.00 feet, to a 5/8-inch iron rod found for the northwest corner of said 0.023-acres tract, and an exterior angle point of the herein described tract;

THENCE North 00°38'17" West, with the east line of said 122-acres tract, a distance of 300.02 feet, to a 5/8-inch iron rod with cap (DART) set in the west line of said 18.739-acres tract, being the northwest corner of the herein described tract;

THENCE North 89°21'41" East, over and through said 18.739-acres tract, a distance of 562.55 feet, to a 5/8-inch iron rod with cap (DART) set for the northeast corner of the herein described tract;

THENCE South 00°29'41" West, over and through said 18.739-acres tract, a distance of 259.08 feet, to a 5/8-inch iron rod with cap (DART) set for an angle point in the east line of the herein described tract;

THENCE (L4) South 00°38'09" West, over and through said 18.739-acres tract, a distance of 37.22 feet, to a 5/8-inch iron rod with cap (DART) set in the northerly R.O.W. line of said FM 2920 Road, being the southeast corner of the herein described tract;

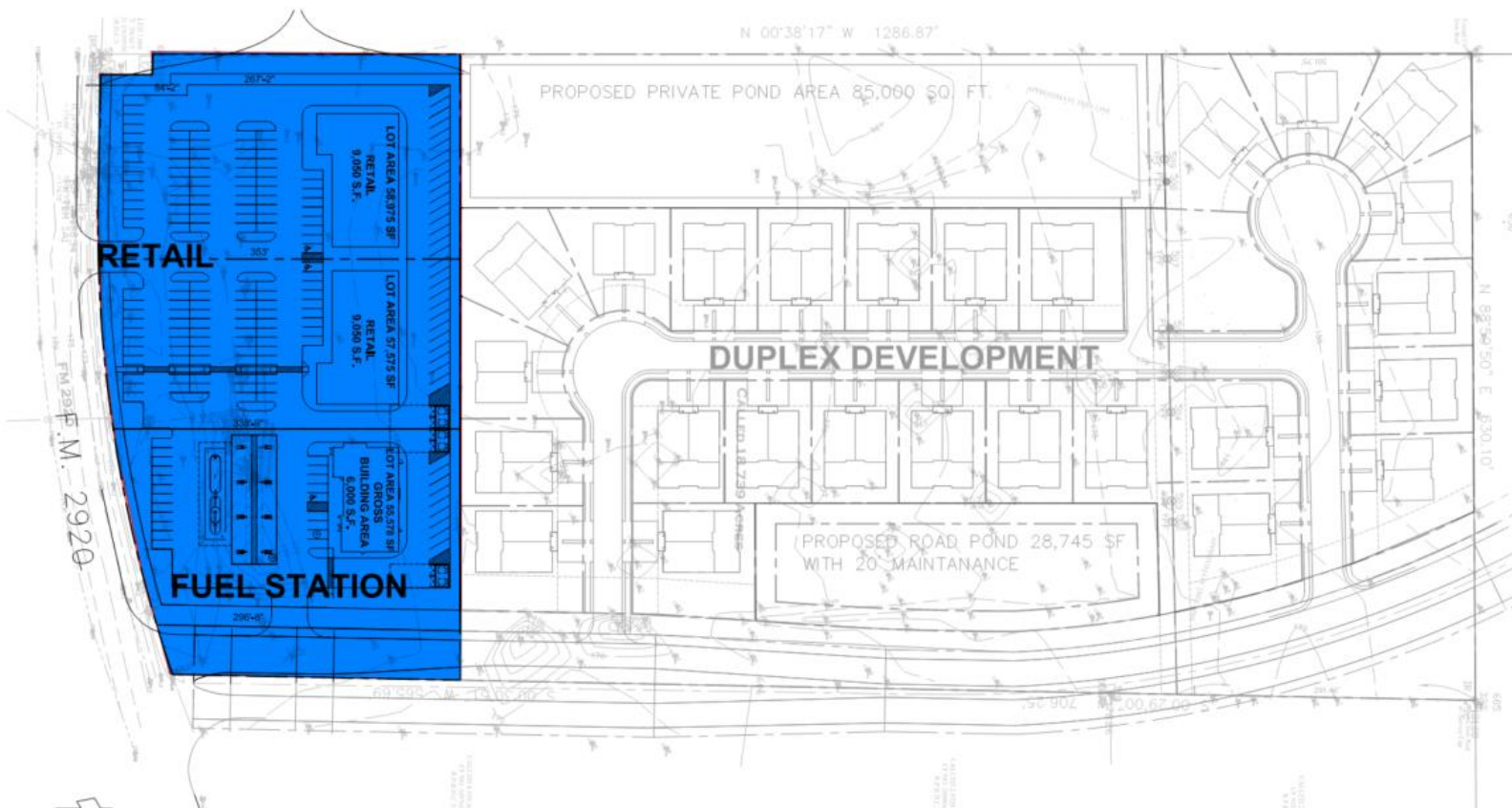
THENCE (C1) along a curve to the right with the northerly R.O.W. line of said FM 2920 Road, having a curve length of 446.60 feet, a radius of 1372.40 feet, a delta angle of 18°38'42", and a chord bearing and distance of South 82°03'17" West, 444.64 feet to the end of said curve, from which a bent 1/2-inch iron rod found bears South 32°39' West, 0.44 feet;

THENCE (L5) North 89°16'00" West, with the north line of said FM 2920 Road, a distance of 95.61 feet, to the **POINT OF BEGINNING** and containing 4.339-Acres (189,008 Square feet) more or less.

Benjamin Jauma
 R.P.L.S. No. 6417
 May 13, 2024



Job No. 2024-04-006
 FIRM number 10194710




 NORTH
SITE PLAN
 NTS

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

SPECIAL WARRANTY DEED

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

FREDDY WIRT, A MARRIED MAN, NOT JOINED HEREIN BY MY SPOUSE AS THE PROPERTY HEREIN CONVEYED CONSTITUTES NO PART OF OUR HOMESTEAD ("Grantor"), whose mailing address is 20716 Cedar Ln, Tomball, Texas 77377, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to Grantor in hand paid by INTERNATIONAL COMMERCIAL DEVELOPMENT ENTERPRISE, LLC, a Texas limited liability company ("Grantee"), whose mailing address is 25420 Kuykendahl Rd, Suite D-400, Tomball, Texas 77375, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, Grantor's entire undivided ownership interest in the real property, together with all improvements thereon, described as follows (the "Property"):

BEING A 18.739 ACRE TRACT OF LAND IN THE JOHN EDWARDS SURVEY (A-20), AND THE CHAUNCEY GOODRICH SURVEY, (A-311) IN HARRIS COUNTY, TEXAS, OUT OF THAT CERTAIN 130.971 ACRE TRACT OF LAND DESCRIBED UNDER CLERK'S FILE NO. T469927, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS (OPRRPHCOTX), SAID 18.739 ACRES IS HEREAFTER REFERRED TO AS "THE SUBJECT TRACT" AND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging to have and to hold unto Grantee, and Grantee's heirs, successors and assigns, forever; and Grantor does hereby bind itself and its heirs and successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to (i) to the liens securing payment of ad valorem taxes for the current and all subsequent years and (ii) easements, liens, reservations, covenants, conditions, and restrictions of record in Harris County, Texas, or visible or apparent on the ground to the extent the foregoing affect the Property. By acceptance of this Deed, Grantee assumes and agrees to perform all of the obligations of Grantor under said easements, reservations, covenants, conditions and restrictions, and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years.

17066933

**FILED BY
ALAMO TITLE COMPANY
(HOUSTON)**

RP-2017-242129

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

EXECUTED AS OF AND EFFECTIVE the 31 day of May, 2017.

GRANTOR:

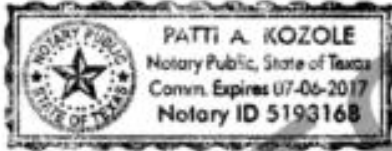
Freddy Wirt

FREDDY WIRT

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Harris §

Before me, a Notary Public, on the 31 day of May, 2017, personally appeared **FREDDY WIRT**, who acknowledged that he did sign the foregoing instrument, and acknowledged to me that he executed the same for the uses and purposes and consideration therein expressed.



Patti A Kozole

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

THE HAY LEGAL GROUP PLLC
611 W. 5th Street, Suite 300
Austin, Texas 78701

RP-2017-242129

UNOFFICIAL COPY

LEGAL DESCRIPTION

Order No.: ATCH17066923

Being a 18.739 acre tract of land in the **John Edwards Survey (A-20)**, and the **Chauncey Goodrich Survey, (A-311)** in Harris County, Texas, out of that certain 130.971 acre tract of land described under Clerk's File No. T469927, of the Official Public Records of Real Property of Harris County, Texas (OPRRPHCoTx), said 18.739 acres is hereafter referred to as "the subject tract" and is more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found lying in a curve in the North right-of-way line of FM 2920 (120 Ft. R-O-W), and marking the lower Southeast corner of the said 130.971 acre tract (hereafter called "parent tract"). Said point marks the Southeast corner of the subject tract, and the Southwest corner of a forty-foot-wide strip of land that is the old abandoned right-of-way of Tomball Waller Road;

THENCE in a westerly direction with a curve to the right along the North line of F. M. 2920 (Radius = 1372.40', Central Angle = 20°45'42", Chord = South 80°59'48" West - 494.58') an arc length of 497.30 feet to a 5/8 inch iron rod found marking the end of said curve;

THENCE North 89°16'00" West, continuing with the North line of F.M. 2920, a distance of 95.61 feet to a 5/8 inch iron rod found marking the lower Southwest corner the subject tract, and the Southeast corner of that certain twenty-by-fifty foot (20' X 50') tract of land described in deed to Salem Lutheran Church recorded under Clerk's File No. U659556;

THENCE North 00°38'17" West, departing the North line of F.M. 2920 a distance of 50.00 feet to a 5/8 inch iron rod found marking an interior corner of the subject tract, and the Northeast corner of the said Salem Lutheran Church tract;

THENCE North 89°16'00" West, a distance of 20.00 feet to a 5/8 inch iron rod found lying in the West line of the parent tract, in the East line of that certain 121 acre tract of land recorded in Volume 3948, Page 462, and Volume 962, Page 260 (HCDR) and marking the upper Southwest corner of the subject tract, and the Northwest corner of the said Salem Lutheran Church tract;

THENCE North 00°38'17" West, with the West line of the parent tract, a distance of 1286.87 feet to a 5/8 inch iron found marking the Northwest corner of the subject tract, and the Southwest corner of that certain 31.159 acre tract of land described under Clerk's File No. V256093;

THENCE North 88°59'50" East, departing the West line of the parent tract and with the South line of the said 31.159 acre tract, a distance of 630.10 feet to a 5/8 inch iron rod found marking the Northeast corner of the subject tract, and the Northwest corner of that certain 21.001 acre tract of land described under Clerk's File No. U682638;

THENCE South 00°29'00" West departing the South line of the said 31.159 acre tract, a distance of 706.25 feet to a 5/8 inch iron rod found marking the Southwest corner of the said 21.001 acre tract, an outside corner of a ninety-degree bend in the said old abandoned right-of-way of Tomball Waller Road, an interior corner of the parent tract, and a slight angle point in the East line of the subject tract;

THENCE South 00°30'51" West, with the West line of the said abandoned right-of-way, a distance of 565.69 feet to the **POINT OF BEGINNING** and containing 18.739 acres of land.

RP-2017-242129

RP-2017-242129
Pages 4
06/01/2017 02:18 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$24.00

RECORDERS MEMORANDUM

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

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

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



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

CONSENT AND WAIVER

THIS CONSENT AND WAIVER (this "Waiver") is made and entered into as of this 1st day of October, 2024, by City of Tomball, Texas ("COTT"), for the benefit of and on behalf of Tomball Little League ("Debtor"), and KS StateBank ("Creditor").

RECITALS

WHEREAS, COTT is the landlord of the premises described on Exhibit A annexed hereto (the "Premises"), upon which Debtor has erected certain improvements and placed certain personal property, all of which is described more particularly as:

Lighting Project for Baseball Field (hereinafter referred to as the "Collateral"); and

WHEREAS, pursuant to Equipment Finance Agreement dated October 1, 2024 (the "Agreement"), Creditor and any successor or assignee has agreed to provide Lease/purchase financing to Debtor in connection with the acquisition of the Collateral, and in connection therewith, Creditor and any successor or assignee will have a security interest in the Collateral; and

WHEREAS, Creditor and any successor or assignee requires COTT's consent and agreement as set forth herein as a condition to entering into the Lease with Debtor.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COTT hereby agrees as follows:

1. **Consent.** COTT agrees that, at Creditor and any successor or assignee's option the Collateral may remain upon the Premises and Creditor and any successor or assignee may occupy the same for the purpose of preparing and processing the Collateral for sale, Lease or other disposition and for the purpose of conducting a sale of the Collateral on the Premises for a period of 90 days after (i) the exercise by Creditor and any successor or assignee of its right to the Collateral under the Lease, or (ii) the receipt by Creditor and any successor or assignee of written notice from COTT indicating that COTT has terminated Debtor's right to maintain the Collateral on the Premises and directing removal of the Collateral therefrom. Creditor and any successor or assignee's occupation of the Premises shall not result in Creditor and any successor or assignee incurring any other obligations of Debtor to COTT. If Creditor and any successor or assignee is prohibited by any process or injunction issued by any court, or by reason of any bankruptcy or insolvency proceeding involving Debtor, from enforcing its security interest in the Collateral, the ninety (90) day period shall commence upon termination of such prohibition.
2. **Waiver.** COTT claims no interest in or lien upon any of the Collateral, and waives any lien, security interest or claim against Collateral, whether arising under the Lease, provided by applicable law or otherwise, and any and all right of levy, distraint or execution against the Collateral for rent or other sums due or to become due COTT. COTT waives any and all right require Creditor and any successor or assignee to marshal any property or assets of Debtor.
3. **Personal Property.** COTT agrees that, as between COTT and Creditor and any successor or assignee, the Collateral shall remain personal property, notwithstanding the manner of attachment, and will not become part of the Premises.
4. **Right of Entry.** Creditor and any successor or assignee may enter the Premises at any time to remove and/or dispose of the Collateral in the exercise of its rights and remedies against Debtor and the Collateral. Creditor and any successor or assignee agrees to repair any damage caused by Creditor and any successor or assignee's removal of the Collateral.
5. **Notice of Default and Opportunity to Cure.** COTT agrees that in the event of any claimed breach or default by Debtor, or other event or circumstance, which would entitle COTT to terminate Debtor's occupation of the Premises, COTT shall notify Creditor and any successor or assignee of such claimed breach or default by certified mail, return receipt requested, or Federal Express or other reputable overnight courier, at the following address:

KS StateBank
Government Finance Department
P.O. Box 69
Manhattan, KS 66505-0069

Upon receipt of said notice, Creditor and any successor or assignee shall thereupon have 30 days to cure said default (but in no event shall Creditor and any successor or assignee be required to cure any such default); provided, however, in the event such default is not reasonable susceptible of being cured within 30 days, such 30 day cure period shall be extended as reasonable necessary to allow Creditor and any successor or assignee an opportunity to cure such default provided that Creditor and any successor or assignee has commenced such cure within said 30 day period and thereafter continues to diligently pursue such cure to completion.

6. **Continued Effectiveness.** The effectiveness of this Waiver and Creditor and any successor or assignee's rights hereunder shall not be affected by and shall extend to any amendment or modification of the Lease documents, including, without limitation, any change in the manner or time of payment, any renewal or extension of the term thereof, or any increase in the indebtedness due thereunder.

7. **Governing Law.** This Waiver shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of Texas, without regard to conflicts of law principles, shall be binding upon the parties hereto and their respective heirs, successors and assigns, and may not be modified, amended or altered except by a writing signed by each of the parties hereto.

IN WITNESS WHEREOF, COTT has caused this Waiver to be made executed and delivered the day and year first above written for the benefit of Debtor and Creditor and any successor or assignee.

City of Tomball, Texas

Signature of President or Owner

Printed Name and Title

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 4, 2024

Topic:

Presentation and discussion regarding the status of the American Rescue Plan Act (ARPA) funds, and possible action for proposed direction for the remaining allocation of ARPA funds.

Background:

Enacted on March 11, 2021, the American Rescue Plan Act (ARPA) authorized \$1.9 trillion in federal pandemic relief funds. Of that, \$350 billion was authorized in state and local government fiscal assistance. As a non-entitlement unit (NEU), the City of Tomball requested funds through the Texas Department of Emergency Management (TDEM) and the City received \$2,924,190.64 in ARPA funds.

Under the regulations for ARPA funding, all funds must be “committed” or under contract by December 31, 2024 and the proposed projects for fiscal year 2025 while allow for all funding to be under contract by the required deadline. The table below depicts the designations approved by City Council for the ARPA funds received by the City, as well as the proposed projects for fiscal year 2025. All ARPA funding received must be under contract by December 31, 2024, any additional funding from the pending projects will be brought back to City Council to be allocated to a project approved by the regulations for ARPA funding for approval.

Resolution No.	Approval Date	Original Amount Authorized	Updated Authorization	Project
2022-03	January 7, 2022	\$1,766,231.20	\$1,635,780.48	Water Meter Replacement
2024-15	April 15, 2024	\$100,000.00	\$102,055.00	Depot Museum Enhancements
2024-15	April 15, 2024	\$450,000.00	\$338,565.87	Louie’s Together Playground
2024-34	Pending	\$770,036.92	\$696,572.00	Jerry Matheson Park Phase II
N/A		\$95,000.00	\$95,000.00	Grant Administration
TOTAL COMMITTED			\$2,867,973.35	
REMAINING			\$56,217.29	

Based on the updated authorizations, the City has \$56,217.29 remaining in ARP funds as unobligated. Staff is requesting Council direction as to what projects or expenditures they would like staff to review as possible allocations for the remaining funds. Councilmembers have discussed the following projects as potential projects for the remaining allocation:

- Depot Christmas tree replacement, \$40,000 (already purchased)
- Tomball gateway monuments, \$52,000
- Outdoor speakers for Depot, \$62,000

Origination: Project Management

Recommendation:

n/a

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

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
Staff Member _____
Date _____

Approved by _____
City Manager _____
Date _____

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 4, 2024

Topic:

Approval of Revisions to the City of Tomball's Employee Handbook

Background:

Approve revisions to the City of Tomball Employee Handbook.

Origination:

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Kristie Lewis, HR Director

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date



Summary of Changes City of Tomball Employee Handbook

The following is a list of approximately 33 proposed changes to City policies that have been discussed and approved by the Administration and pending approval from City Council for inclusion into the City's Employee Handbook.

Comments have been added to the right to explain the rationale/basis behind the proposed changes based on feedback/discussion held in meetings conducted with the Employee Focus Group comprised of non-supervisory employees, representing all city departments over the course of (6) months (Oct 23 – Mar 24), several meetings with the department leadership and the Administration.

2.01 RECRUITING PROCEDURES

C. APPLICATIONS

Current City employees who wish to be considered for opportunities within the City must complete a Transfer application. Internal applicants must discuss their intent to compete for a different position with their current Supervisor/Manager or Director before submitting an application.

New Policy:

C. APPLICATIONS

Current City employees that are interested in applying for a position within the City must submit the following information to the Department Head who has the vacant position:

- i. A Letter of Intent that explains fully:
 - The position of interest
 - Reason(s) for applying for the position
 - Any/all efforts that have been made to prepare for the role
- ii. Resume, where applicable

- iii. Last (2) years of performance evaluations

Once a selection is made by the hiring department, the Department Head should contact Human Resources to provide further guidance in transitioning the employee.

Commented [KL1]: Rationale: Wanted to simplify and streamline procedures for existing employees to apply for internal positions.

I. PRE-EMPLOYMENT MEDICAL SCREENING

1. Drug and Alcohol

If the applicant receives a positive result on the drug test, the Human Resources Department will inform the Hiring Department. The conditional job offer will be rescinded by the Human Resources Department. The Hiring Department can choose another applicant from the same applicant pool or reopen the position for recruitment.

Existing policy requires employees to utilize a "transfer application" which is no longer used.

[New Statement Added]: If an applicant receives a negative dilute result, the applicant must retake the drug test within 24 hours. The second result is the final result.

Commented [KL2]: Rationale: Change made to put what was done in practice into policy.

2.03 NEPOTISM (Employment of Relatives)

B. Applicants

~~An applicant may not be hired as an employee if that department already employs a person who is a family member of the applicant.~~ An applicant may not be hired as an employee if that department already employs a person who is a family member of the applicant. This passage does not apply to volunteers with the fire and police departments. This passage does not apply to volunteers with the fire and police departments.

C. Employees within the same department

~~If an employee becomes a family member of another employee who works in the same department the employees may remain in the department, however, they may not directly supervise one another.~~ If an employee becomes a family member of another employee who works in the same department the employees may remain in the department, however, they may not directly supervise one another.

New Policy:

[Combined Sections B. Applicants and C. Employees within the same department, Renumbering after this new section]

B. Applicants and Employees Within the Same Department

An applicant may be hired as an employee in the same department that already employs a person who is a family member of the applicant. However, both employees cannot have the same supervisor nor

directly supervise each other. This passage does not apply to volunteers with the fire and police departments.

Commented [KL3]: Rationale: Change is to permit two employees that are related to work in the same department, but not have the same supervisor or supervise each other.

3.02 ATTENDANCE

Employees shall be required to be at their places of work in accordance with work schedules established by their department. Employees are expected to be at their workplace or on official duty during City business hours or be officially excused by their supervisors. Any employee who fails to report, is habitually tardy, leaves the workplace without proper authorization or misuses leave may be subject to disciplinary action. **[New Policy Statement Added]:** Employees who are "habitually tardy" are considered employees who have established a pattern of tardiness and/or sick leave absences with frequent repetition. All departments shall maintain accurate attendance records.

Commented [KL4]: Rationale: Added new statement to provide specificity and clarity in defining what a "habitually tardy" employee is.

3.03 MEAL AND BREAK PERIODS

[New Policy Section Added]

Nursing Mothers: Employees that are nursing mothers in the workplace are afforded certain protections under the law. For one year after the child's birth, these employees may take reasonable break time "each time such employee has the need to express milk" in a private space, other than a bathroom. "Reasonable" break times will be dependent on the nature of the circumstances, mutually agreed upon by both the employee and supervisor, with consideration of impact to operations. Supervisors and employees are encouraged to contact HR for guidance when appropriate.

Commented [KL5]: Rationale: Included per new federal employment laws that went into effect this year.

3.05 APPROPRIATE APPEARANCE

~~The personal appearance and grooming of our employees plays an important role in the perception that the public and citizens have of the City of Tomball. Employees are expected to dress appropriately and professionally and present a clean and neat appearance while at work and while representing the City or conducting City business. Employees are expected to maintain minimum standards of dress, grooming and personal hygiene appropriate for the position and job duties and as necessary to protect the safety of the employees. This policy establishes the foundation for the City's dress code policy. In order to maintain a positive public image and to assist employees in determining what is appropriate, the following guidelines are established:~~

A. DAY-TO-DAY ATTIRE

~~Business attire or a required uniform is to be worn on a daily basis. Police and Fire Department employees are covered under Departmental policies regarding appropriate dress and appearance.~~

[New policy:]

A. DAY-TO-DAY ATTIRE

Employee appearance contributes to the City of Tomball's culture and reputation. Employees are expected to present themselves in a professional manner that results in a favorable impression by clients and customers. Employees are expected to maintain minimum standards of dress, grooming and personal hygiene appropriate for the position and job duties and as necessary to protect the safety of the employees. As such, the City will apply a *reasonable and professional workplace standard*.

This policy establishes the foundation for the City's dress code policy. All employees, with the exception of Police, Fire and Public Works personnel, are expected to adhere to the following guidelines:

- When involved in any meetings/events with the public, vendors, or third-party entities, employees should wear business professional or business casual attire.
- For meetings with internal staff, business casual and casual attire is permitted.
- Business professional is always acceptable.

The specific criteria of the City's reasonable and professional workplace standard are further outlined below:

a. Business casual attire

- *Shirts:* Shirts with collars, business casual crewneck or V-neck shirts, blouses, and golf/polo shirts or City of Tomball branded polos or shirts.
- *Pants:* Casual slacks and trousers and jeans without holes, frays, etc.
- *Shoes:* Casual slip-on or tie shoes, dress sandals, and clean athletic shoes.

b. Business professional attire:

- *Generally defined as:* Tidy dresses, slacks, skirts, dark-colored suits and ties.
- *Shirts:* Neat button-down shirts or blouses with a blazer.
- *Shoes:* Appropriate and clean heels, loafers or flats.

c. Casual attire:

- *Shirts:* Button-down shirts with collars, blouses and sweaters.
- *Pants:* Appropriate jeans, khakis, linen or cropped pants.
- *Shoes:* Sneakers (when appropriate), loafers, low heels or sandals.

Management may make exceptions for special occasions or in the case of inclement weather, at which time employees will be notified in advance. Department heads and/or supervisors may exercise

reasonable discretion to determine appropriateness in employee dress and appearance. An employee who is unsure of what is appropriate should check with his or her manager or supervisor.

Police, Public Works and Fire Department employees are covered under Departmental policies regarding appropriate dress and appearance.

Commented [KL6]: Rationale: Wanted to establish a more flexible, consistent workplace attire standard and provide clarity for each criteria for standard of dress.

3.07 INFORMATION TECHNOLOGY SYSTEM USE

[New Policy Sections added after "J. AUDITS "]

K. Anti-virus

All devices that are attached to the city network must have authorized and licenses anti-virus solutions installed and operations. Any device that is found not to have a legal copy of an anti-virus will be subject to removal and diagnostic testing. Presently, the City of Tomball devices that are authorized for day-to-day usage has the licensed anti-virus protect software that is in operation.

L. Non-Standard Hardware

All hardware that is allowed to be on the City of Tomball network will be authorized and delivered from the City of Tomball IT Department. Personal or 3rd party hardware will be limited to the guest wireless network only.

M. Multi-Factor Authentication

It is the standard in the City of Tomball for all users be required to authenticate to any device with the use of a pre-loaded Multi-Factor Authentication (MFA) tool. Currently, the City of Tomball has authorized the use of the Microsoft Authenticator solution. The Internal IT Team are subjected to an additional MFA tool for accessing backend network such as servers and network hardware.

N. Hardware Procurement

No hardware will be added to the City of Tomball network that has not been scoped or approved by the IT Team prior to procurement. All hardware and required solutions must be compliant with the overall City of Tomball hardware standards.

Commented [KL7]: Rationale: Needed to include per guidance received from the IT department.

3.09 SOCIAL MEDIA POLICY

A. DEFINITION

For purposes of this policy, "social media" shall mean the use of technology in combination with electronic social networks of any type. Social media sites may include, but not be limited to, Facebook, Twitter, LinkedIn, MySpace, YouTube, blogs, Wikis, chat rooms, and on-line forums. It will also include

~~official City of Tomball websites and all forms of on-line community sites that are established and maintained by the City of Tomball. Social media activity includes but is not limited to texting, blogging, posting, and other actions involving technology and social media sites.~~

[New Policy, Adding “B. COVERAGE” section]:

A. DEFINITION

For purposes of this policy, “social media” shall mean the use of technology in combination with electronic social networks of any type. Social media activity includes, but is not limited to texting, blogging, posting, and other actions involving technology and social media sites. This policy applies to all city departments and all employees.

[New Policy Section Added after “A. DEFINITION” section”]

B. PROHIBITED SOCIAL MEDIA USE/ACTIVITY – TIK TOK

1. Pursuant to Senate Bill 1893, governmental entities, as defined below, must establish a covered applications policy:
 - A department, commission, board, office, or other agency that is in the executive or legislative branch of state government and that was created by the constitution or a statute, including an institution of higher education as defined by Education Code Section 61.003.
 - The supreme court, the court of criminal appeals, a court of appeals, a district court, or the Texas Judicial Council or another agency in the judicial branch of state government.
 - A political subdivision of this state, including a municipality, county, or special purpose district.
2. This policy applies to all City of Tomball full- and part-time employees, contractors, paid or unpaid interns, and other users of government networks. All City of Tomball employees are responsible for complying with this policy.
3. A covered application is the social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited. A social media application or service specified by proclamation of the governor under Government Code Section 620.005.
4. Except where approved exceptions apply, the use or installation of covered applications is prohibited on all government-owned or -leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

The City of Tomball will identify, track, and manage all government-owned or -leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

- a. Prohibit the installation of a covered application.
 - b. Prohibit the use of a covered application.
 - c. Remove a covered application from a government-owned or -leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.).
 - d. Remove an application from a government-owned or -leased device if the Governor issues a proclamation identifying it as a covered application.
5. The City of Tomball will manage all government-owned or leased mobile devices by implementing the security measures listed below:
- a. Restrict access to "app stores" or unauthorized software repositories to prevent the installation of unauthorized applications.
 - b. Maintain the ability to remotely wipe non-compliant or compromised mobile devices.
 - c. Maintain the ability to remotely uninstall unauthorized software from mobile devices.
 - d. Other Governmental Entity-implemented security measures.
6. To provide protection against ongoing and emerging technological threats to the government's sensitive information and critical infrastructure, the Department of Public Safety (DPS) and the Department of Information Resources (DIR) will regularly monitor and evaluate additional social media applications or services that pose a risk to this state.

DIR will annually submit to the Governor a list of social media applications and services identified as posing a risk to Texas. The Governor may proclaim items on this list as covered applications that are subject to this policy.

- a. If the Governor identifies an item on the DIR-posted list described by this section, then the City will remove and prohibit the covered application.
 - b. The City may also prohibit social media applications or services in addition to those specified by proclamation of the Governor.
7. **Exceptions:** The City may permit exceptions authorizing the installation and use of a covered application on government-owned or -leased devices consistent with the authority provided by Government Code Chapter 620.
- a. Government Code Section 620.004 only allows the City to install and use a covered application on an applicable device to the extent necessary for:
 - (1) Providing law enforcement; or
 - (2) Developing or implementing information security measures.
 - b. If the City authorizes an exception allowing for the installation and use of a covered application, the City must use measures to mitigate the risks posed to the state during the application's use.
 - c. The City must document whichever measures it took to mitigate the risks posed to

the state during the use of the covered application.

Commented [KL8]: Rationale: Included new policy per new state law which prohibits use of Tik Tok on government owned or leased devices (Senate Bill 1893).

4.01 CATEGORIES OF EMPLOYMENT

B. PROBATIONARY PERIOD

All employees serve an initial six (6) month probationary period, which at the City's discretion, may be extended for a period not to exceed twelve (12) months. **[New Policy Statement:** Police Officers and Firefighters will serve a probationary period of one year. Termination of employment during this probationary period is final with no appeal. See Section 4.09 for more information.

Commented [KL9]: Rationale: Included firefighters as being subject to a 12-month probationary period to provide sufficient time to ascertain if newly highly firefighters are qualified.

4.02 WORK SCHEDULES

C. WORK SCHEDULES FOR NON-EXEMPT EMPLOYEES

~~The above referenced work schedules are defined to provide direction to employees, supervisors, and Payroll. However, there may be other work schedules based on the unique services provided by individual departments. All work schedules are to be defined and approved according to this policy, and Payroll is to be notified two weeks before they are implemented.~~

[New policy:]

C. WORK SCHEDULES FOR NON-EXEMPT EMPLOYEES

[New policy after last paragraph ending in: "Hours must be recorded in increment of .25, (i.e. .25, .50, or .75")]

ALTERNATIVE WORK SCHEDULES

This alternative work schedule policy is designed to help create a supportive work environment that will benefit our organization and employees. These goals include improved work-life balance, increased employee satisfaction, collaborative support and enhanced adaptability. Employees may qualify for alternative, remote and hybrid work schedules if their job roles are suitable for such arrangement and there is sufficient staffing to provide customer service at their respective work sites. Managers/Department Heads will assess alternative work schedules based on the specific requirements of the department involved, the needs of the team and the City.

Approval Process

To request approval of an alternative work schedule arrangement, the Department Head should submit correspondence on an internal memo addressed to Human Resources. The letter should include the following details:

- Desired work schedule for the department, group of employees, or individual
- Whether the department and/or employees have interactions with the public, how often and how services/needs of the public will be addressed with proposed schedule
- The department's productivity plan that addresses staffing levels, operational continuity, and accessibility to technology/software to perform the work
- Any/all potential challenges and solutions

Human Resources will review the request to ensure the above criteria has been met and forward to the City Manager for final approval. The City Manager will take the following factors into consideration and actions as part of the approval process:

- Department/employee job functions and performance
- Team dynamics
- Consultation with HR

The City Manager will provide the Department Head a response within 10 business days. The response will either approve the request, deny it or propose adjustments. A response of proposed adjustments should not be considered a guarantee or create an implication of approval. A new request can be submitted at any time after a denied request, provided the substantive information of the new request is not the same or substantially similar to the denied request.

Periodic Evaluations

After approval of the alternative work schedule request, the City Manager will conduct periodic evaluations, at the City Manager's discretion, of Department Heads to ensure the goals/objectives of the City and department are met.

If the City Manager determines and/or receives sufficient information that the department is unable to successfully maintain operations/staffing levels utilizing the alternative work arrangement, the City Manager may terminate the arrangement at any time, with or without notice. Approval of any future requests for an alternative work schedule after involuntary termination by the City Manager is in the sole discretion of the City Manager.

Commented [KL10]: Rationale: To provide a clear and formal process to provide justification and receive approval of an alternative work schedule.

4.06 STEP-UP, CERTIFICATION, EDUCATION AND LICENSE PAYS

A. STEP-UP PAY

When an employee is temporarily assigned the duties and responsibilities of a higher classification, that employee may receive additional compensation ~~if the assignment exceeds ten working days. The rate of pay will be determined by Human Resources and shall not exceed the range or position the employee is assuming.~~

B. CERTIFICATION AND LICENSE PAY

~~It is the policy of the City of Tomball to encourage its employees to participate in advanced training. Levels of training and certification for that training should be recognized. To properly compensate those employees who achieve required levels of certification and/or licenses, the city has adopted a certification and license policy which can be reviewed in the Human Resources Department at any time. When certification and license pay apply, eligible employees will only be compensated for the highest level of certification and degree level they achieve. Any changes to this policy will only be made during budget discussions depending on the funding levels that are available for the future year.~~

~~It is the employee's responsibility to notify their supervisor and provide documentation when they obtain a higher certification or education level, or if the certification or assignment pay no longer applies to their position. The supervisor will then notify the Human Resources Department.~~

[New Policy]:

A. STEP-UP PAY

When an employee is temporarily assigned the duties and responsibilities of a higher classification, that employee may receive additional compensation. Guidelines for step-up pay are as follows:

1. **Non-public safety positions:** The Department Head should provide a detailed, written justification to Human Resources as to all of the duties the employee is performing that are required in the higher classification to warrant the increase in pay. A minimum of (10) working days of service is required. Approval of the request for step-up pay must always be approved by the City Manager.

The following rate of pay applied will be either one of the two options, depending on what is most suitable for the circumstances and the employee:

- a. 3% above the employee's current salary if the employee's existing salary is in the higher classification pay range OR;
- b. The minimum salary of the higher classification, if the employee's current salary does not exceed this minimum salary.

2. **Public Safety Positions (Police and Fire):** Pursuant to state law, firefighters and police officers who are required to perform the duties of a particular classification are entitled to be paid the salary prescribed for that position during the time the employee performs those duties.

a. The Department Heads of these departments will be required to document the following in the employee's timesheet:

- Start date
- Projected End date
- Reasons for step-up pay

b. **Police:** When applicable, Police Captains that are temporarily assigned to "Acting Chief" will receive the minimum hourly salary for the job classification of Chief of Police with a minimum of (5) working days of service.

c. **Fire:** When applicable, the following rates of pay will be applied as "step-up" pay for fire personnel with a minimum of (12) hours of service:

- \$1.00 – Firefighters to Driver Operators
- \$2.00 – Driver Operators to Fire Lieutenants
- \$3.00 – Fire Lieutenants to Battalion Chiefs

3. Approval of any request for step-up pay other than what is stated in this policy must be approved by the City Manager.

4. To be eligible for step-up pay, employees must meet the minimum qualifications of the higher position. Employees who act in a higher classification may not have the opportunity to perform all the duties of the position, but must satisfactorily perform all the duties that arise.

5. Qualifications, assignment duration, and actual duties performed should be considered by the Department Head to determine when step-up pay is appropriate. Employees in on-the-job training for a higher position are ineligible for step-up pay.

6. An employee acting in a higher position will receive step-up pay for hours worked. At termination of the temporary assignment, the employee is no longer in the acting capacity and the salary should be returned to the normal rate of pay. Nonexempt employees are paid overtime at the step-up pay rate while receiving step-up pay, provided it is consistent with City policy and/or other applicable federal/state law.

7. The temporary performance of the duties of a higher position by an employee who has not been promoted as prescribed by City policy may not be construed as a promotion of the employee.

Commented [KL11]: Rationale: Needed to provide a more clear and formal process of providing justification in requesting step up pay for staff. Also, per state law (TX Local Gov't Code 141.033), fire and police personnel are entitled to higher classification pay.

[New Policy]:

B. CERTIFICATION AND LICENSE PAY

The City of Tomball encourages its employees to participate in advanced training. Professional development is important to employees and is an overall benefit to the operation of the City. Levels of training and certification for professional development should be recognized. Therefore, the intent of this policy to establish criteria by which compensation for certificates and education pay are provided.

It is the employee's responsibility to notify their supervisor and provide documentation when they obtain a higher certification or education level, or if the certification or assignment pay no longer applies to their position. The supervisor will then notify the Human Resources Department.

The City is authorized to modify an employee's pay rate based on the employee receiving a certification(s) and/or education pay for their position.

The following guidelines shall apply to all departments in administering certification and education pay:

- All incentive pay plans, additions, and/or deletions must be reviewed by Human Resources and approved by the City Manager or designee, as provided herein.
- All certifications, licensing and education plans are subject to and contingent upon City Council approval of an annual budget that funds these incentives.
- Certification and education pay may be provided to all eligible regular employees as outlined in this policy on a pro-rata basis, as determined by the City.
- None of the stated incentives within this policy is available at the Department Head and/or Assistant Department Director level.

Commented [KL12]: Rationale: Included as a formal policy as it was already being utilized in practice.

1. Certificate Pay Eligibility

- a. All full-time employees shall be eligible for certification pay, with the exception of Department Directors and Assistant Department Directors.
- b. An employee must notify their supervisor or department director of their desire to obtain a certification that could be eligible for certification pay.
- c. The certification must be deemed beneficial to the City, must be used in employee's work responsibilities, and must not be a minimum requirement for their position.
- d. Certification pay shall be forfeited if an employee is transferred or transfers to a position where the certification is not applicable.
- e. Should an employee transfer to a department where the training becomes applicable, the employee may then be eligible for certification pay.

- f. Certification pay will only begin upon presentation of documentation to the Human Resources Department and with the Department Director's approval, as provided herein.
- g. Should certification lapse, it is the employee's responsibility to immediately notify Human Resources. The following will take place upon lapse of certification:
 - Pay for certification that lapses shall cease immediately and any overpayment of lapsed certification shall be reported to HR and arrangement to pay back the overpayment shall be made.
 - Reinstatement of certification pay shall resume the pay period following submission of renewed certification to HR.
- h. No employee shall receive more than \$150 per month in certification pay.
- i. With the approval of Department Heads, the City will pay for the cost of job-related certification training.

However, should an employee elect to voluntarily leave the employment of the City within one year of receiving said training, the employee shall reimburse the City for the training. The amount of reimbursement shall be prorated down by 1/12th (one twelfth) for each month the employee remains with City following completion of the certification.

2. Education Pay Eligibility

The following criteria shall apply to education pay:

- j. Employee must be a full-time firefighter or police officer as defined in City policy.
- k. The incentive pay for an Associate's degree/60 hours of coursework is limited to \$600 annually (\$50 a month).
- l. The incentive pay for a Bachelor's degree is limited to \$1,200 annually (\$100 a month).

3. Language Pay

The City of Tomball recognizes that, in serving a diverse population, the use of a second language may be of benefit in providing quality service. Therefore, the City has developed a program to compensate employees who are proficient in the use of a second language.

All full-time employees, except for Department Directors or Assistant Department Directors, are eligible for language pay. Employees that are certified and receive language pay will be designated as City Translators and will be expected to serve in this role as the need arises. Management may regulate the number of certified employees by position or quantity, depending on organizational needs.

Testing information is available in the Human Resources Department. The current rate of pay for those who meet the guidelines is limited to \$900.00 per year.

4. Approved Certifications

The following is a list of certificates and licenses that have been approved for payment depending on position. This list is subject to change based on the budgetary considerations made by the City:

City Secretary	Texas Registered Municipal Clerk Certified Municipal Clerk (CMC) Master Municipal Clerk (MMC)
Community Development/ Permits	Texas State Plumbing Inspector Residential Building Inspector Residential Electrical Inspector Residential Mechanical Inspector Residential Energy Code Inspector/Plans Examiner Residential Plans Examiner Commercial Building Inspector Commercial Electrical Inspector Commercial Mechanical Inspector Building Plans Examiner Certified Floodplain Manager Permit Technician Certified Code Enforcement Officer Property Maintenance and Housing Inspector Certified Building Official
Court	Level 2 TMCEC Level 3 TMCEC Court Translator
Finance	Certified Government Finance Officer (CGFO) Certified Accounts Payable Clerk Certified Purchasing Manager Certified Public Accountant (CPA) Certified Government Financial Manager (CGFM) Certified Fraud Examiner (CFE) Certified Internal Auditor (CIA)
Fire	Instructor I, II, III Wildland FF Hazmat Technician Basic Fire Inspector Intermediate Fire Inspector Advanced Fire Inspector Master Fire Inspector Intermediate Fire Investigator Advanced Fire Investigator

	<ul style="list-style-type: none"> Master Fire Investigator Officer I, II, III, IV Driver/Operator** Incident Safety Officer** Hazmat Incident Commander** Paramedic TCOLE Peace Officer Certification (I-M)
Human Resources	<ul style="list-style-type: none"> SHRM-CP SHRM-SCP IPMA-CP IPMA-SCP Certified Payroll (CPP) Professional Fundamental Payroll Professional (FPC)
IT	<ul style="list-style-type: none"> Microsoft System Administer for Workstations Microsoft Administrator for Servers
Police	<ul style="list-style-type: none"> Intermediate Peace Officer Advanced Peace Officer Master Peace Officer Intermediate Telecommunicator Advanced Telecommunicator Master Telecommunicator Jailer Certification
Public Works (Utilities)	<ul style="list-style-type: none"> B Water B Wastewater A Wastewater (paid at \$750/yr. due to difficulty) Back Flow Preventer Assembly Tester (BPAT) Pesticide HVAC License State Plumbing Inspector PACP (Pipeline Assessment Certification Program) LACP (Lateral Assessment Certification Program) MACP (Manhole Assessment Certification Program) Commercial Driver's license (paid at \$1200)
Public Works (Parks/Streets)	<ul style="list-style-type: none"> Herbicide applicator license Commercial Driver's license (paid at \$1200)

Commented [KL13]: Rationale: Included as a formal policy as it was already being utilized in practice.

4.08 LIGHT-DUTY ASSIGNMENT, REASONABLE ACCOMODATIONS AND FITNESS FOR DUTY

Commented [KL14]: Rationale: Changed title of section to acknowledge new policies on reasonable accommodations and fitness for duty sections.

[New policies added after section:

“B. DIRECTOR’S, MANAGER’S, SUPERVISOR’S RESPONSIBILITIES IN REGARDS TO LIGHT DUTY”]

C. REASONABLE ACCOMODATION

It is the policy of the City of Tomball to provide reasonable accommodations for qualified individuals with disabilities who are employees or applicants for employment. The City of Tomball will adhere to all applicable federal, state and local laws, regulations and guidelines with respect to providing reasonable accommodations as required to afford equal opportunity to qualified individuals with disabilities. This includes, but is not limited to, compliance with the Americans with Disabilities Act of 1990 (ADA), as amended.

Definitions

1. Qualified Individual with a Disability: A qualified individual with a disability is an individual who satisfies the job-related requirements of the position and who can perform the essential functions of the position with or without reasonable accommodation(s). A disability could be a physical or mental impairment that substantially limits one or more major life activities, such as self-care, performing manual tasks, hearing, speaking, breathing and working. A major life activity could also include the operation of a major bodily function, including but not limited to functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions. An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

2. Reasonable Accommodation: In general, a reasonable accommodation is a modification or an adjustment to a job, the work environment, or the way things usually are done that enables a qualified individual with a disability to enjoy an equal employment opportunity. An equal employment opportunity means an opportunity to attain the same level of performance or to enjoy equal benefits and privileges of employment as are available to a similarly situated employee without a disability.

Examples of reasonable accommodations include (but are not limited to) making existing facilities accessible; job restructuring; part-time or modified work schedules; acquiring or modifying equipment; changing tests, training materials, or policies; providing qualified readers or interpreters; and reassignment to a vacant position. Accommodation may also include making modifications to existing leave policies and providing leave when needed for a disability, even when the leave might not be available to other employees.

Requests for Reasonable Accommodations

Employees: An employee seeking an accommodation for a disability should notify his/her supervisor that he/she needs an adjustment or change at work for a reason related to a medical condition. It is not necessary for the employee to specifically mention the ADA or use the words “reasonable

accommodation.” These requests should be referred to the department head and the Human Resources Department for review.

Job Applicants: Job applicants seeking an accommodation should be referred to the Human Resources Department.

Procedures

The city will work with the employee/applicant and his/her health care provider(s) through an interactive process to identify a reasonable and effective accommodation for a disability. The request for a reasonable accommodation shall be forwarded to Human Resources and a written determination will be provided to the employee or applicant by the Director of Human Resources.

Commented [KL15]: Rationale: To create a clear and formal process for personnel to seek reasonable accommodations.

No existing policy at this time.

D. FITNESS FOR DUTY

The City of Tomball endeavors to provide a safe work environment for all employees. It is the responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential functions of the position, either with or without reasonable accommodation.

- 1. Serious Health Condition/Disabilities:** The City recognizes that employees with a potentially life threatening and/or infectious illness or physical and/or mental disabilities may wish to continue to engage in as many of their normal pursuits as their condition allows, including their employment. If these employees can perform the essential functions of their job, with or without a reasonable accommodation, without creating an undue hardship on other employees, and medical evidence indicates that their condition is not a direct threat to themselves or others, the City will treat them consistently with other employees.
- 2. Medical Exams for Current Employees:** The Director of Human Resources may require a current employee to undergo a medical and/or psychological examination to determine fitness for continued employment, as may be necessary for the City to provide a reasonable accommodation; following an injury or accident; and as otherwise permitted in accordance with applicable laws.
- 3. Medical Information from an Employee’s Doctor:** Under certain circumstances (e.g., FMLA Certifications), Human Resources may require employees to provide medical information from their health care provider. In such cases, employees are to inform their health care provider not to provide any genetic information when responding to such request.
- 4. Genetic Information:** In accordance with the Genetic Information Nondiscrimination Act (GINA), the City will neither request nor require genetic information of an employee or his/her family member, except as specifically allowed by GINA. To comply with GINA, employees are directed not to provide any genetic information when responding to any City request for medical information.

“Genetic information,” as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or embryo lawfully held by an individual or family member receiving assistive reproductive services.

Commented [KL16]: Rationale: Provide general guidance to staff on the City's approach in handling fitness for duty situations.
No existing policy at this time.

4.09 PROBATIONARY PERIOD

B. LENGTH OF PROBATIONARY PERIOD

The length of the probationary period is as follows:

1. All full-time employees, excluding Police Officers and Dispatchers, shall complete a probationary period of six months from the date of hire.
2. Police Dispatchers shall complete a six-month probationary period from the end of their training and Police Officers/Firefighters **[including Firefighters here]** complete a one-year probationary period from the end of their training.

Commented [KL17]: Rationale: Including firefighters to maintain consistency with Section 4.01(B).

4.10 EMPLOYEE PERFORMANCE AND DEVELOPMENT SYSTEM

B. ANNUAL PERFORMANCE EVALUATION

~~An employee receiving a "Marginal" rating on their annual evaluation will not receive an adjustment to pay and will be placed on a Performance Improvement Plan and given 90 days to improve. If at the end of the 90-day period, the employee's performance improves to "Proficient", the employee will continue employment with the City and may be eligible to receive an adjustment from the date of the "Proficient" rating. The employee's next evaluation will be on the next common review date and may be eligible for an adjustment based on performance for the entire previous 12 months:~~

~~Upon the re-evaluation, if performance is still rated as "Marginal" the employee is subject to disciplinary action, up to and including termination, in accordance with directions provided by this policy and the Human Resources Department:~~

[New policy]:

B. ANNUAL PERFORMANCE EVALUATION

The annual performance evaluation consists of two main areas: (a) Core Competencies and (b) Performance Metrics.

The Core Competencies measures the skills, knowledge, and abilities needed to perform and fulfill the employee’s job responsibilities, while the Performance Metrics are measurements to indicate how well the employee is performing in their jobs.

The final evaluation must bear the signature of the supervisor/reviewer and the employee, if possible. If an employee will not sign an appraisal, a notation of “employee refused to sign” shall be made on the performance evaluation.

Commented [KL18]: Rationale: Updated policy to reflect the substance of the newly created performance evaluation form.

C. PERFORMANCE IMPROVEMENT PLAN

~~Employees may be disciplined for conduct or performance or a combination of the two. At any time, if an employee's performance falls below expected levels the employee may be placed on a Performance Improvement Plan and given 90 days to improve. If at the end of the 90-day period, the employee receives a rating that is below "Proficient", the employee is subject to disciplinary action, up to and including termination, in accordance with directions provided by this policy and the Human Resources Department.~~

[New Policy]:

C. PERSONAL IMPROVEMENT PLAN

The PERSONAL IMPROVEMENT PLAN (PIP) is an important tool utilized to identify issues or concerns related to an employee's individual work performance, attendance and/or conduct. It also meant to provide the employee with an opportunity to accept personal accountability of these challenges, so the employee and their supervisor can collaboratively work together in finding solutions for improvement.

At any time an employee's performance falls below expected levels, the employee may be placed on a PIP and given 90 days to improve. If at the end of the 90-day period, the employee does not satisfactorily complete the terms or conditions of the PIP, the employee may be subject to further disciplinary action, up to and including termination, in accordance with directions provided by this policy handbook.

Commented [KL19]: Rationale: Revised policy and name to provide added clarity and purpose of the PIP.

[New Policy Added after section "D. EMPLOYEE EVALUATIONS WHILE ON LEAVE OF ABSENCE"]:

E. PROBATIONAL PERIOD – EMPLOYEE PERFORMANCE LETTER

Each new employee in probationary status shall receive an Employee Performance Letter, written by their Supervisor/Department Head, at the completion of a 6-month probationary period and police officers/firefighters at the completion of a 12-month probationary period, following their training.

The letter should be drafted on internal City correspondence and consist of the following:

1. The employee's date of hire;
2. A detailed overview of the employee's job duties and responsibilities;
3. Clear and detailed evaluation of the employee's overall work performance;
4. Recommendation for release from probation, if applicable, and reasons why
OR;
5. Recommendation to extend probation, if applicable and reasons why;
6. Areas for improvement, if applicable;
7. Goals to be met by next review period

Upon discussion with the employee and approval by the Department Head, the Department Head must submit the letter to HR within (3) three business days to file in the employee's personnel file. If additional action and/or discussion is warranted, the Department Head is encouraged to consult with HR.

Commented [KL20]: Rationale: Created new policy to simplify new hire performance review after 6 month probation.

4.11 PAY PLAN, COMPENSATION GUIDELINES, AND JOB DESCRIPTIONS

[New Policy added after "D. JOB DESCRIPTIONS"]

E. MERIT INCREASES

Generally, merit increases for employees are provided on a yearly basis at the time of the employee's annual evaluation, subject to the employee's performance meeting the merit criteria, financial feasibility for the City, leadership approval and other guidelines, as follows:

1. All merit increases must align with individual performance. Performance of "Meets Expectations" or above should be reflected in annual evaluations for those receiving a merit increase.
2. Merit increases are performance-based only and shall not be considered a mechanism to correct any perceived market or equity matters.
3. Employees on probationary status (new hire and/or promotional) are not eligible for a merit increase. Employees promoted during the evaluation period must have completed 12 months in that promoted position to be considered for a merit increase. Exceptions to this policy are subject to approval by the City Manager.
4. Employees subject to disciplinary action shall not be eligible for a merit increase. Employees that have been placed on a PIP and successfully completed the terms/conditions of the PIP during the evaluation period can be considered for a merit increase.
5. Requests for merit increases will only be considered at the time of an employee's annual evaluation.
6. Department heads will submit evaluations with all supporting documentation to Human Resources for review for all evaluations that have a rating that exceeds "Meets Expectations," with final approval given by the City Manager.
6. Unless otherwise advised, merit increases will be reflected in the first paycheck following the first complete pay period after the effective date.

Commented [KL21]: Rationale: Included as new policy to provide guidance on merit increases.

5.13 TUITION REIMBURSEMENT PROGRAM

E. APPLICATION

To begin participation in the Tuition Reimbursement Program, employees must notify their Department Head in writing by submitting a completed application for the program with proper signatures along with a degree plan from the school and tuition dollar estimates in time for the budget preparation workshops for the next fiscal year, **no later than March 30th**. All paperwork must then be forwarded to the HR department. This must be done each year for all classes to be taken in the next fiscal year.

Commented [KL22]: Rationale: Provided deadline to encourage personnel to submit reimbursement application in time enough for the budget planning process.

6.03 AGGRIEVED EMPLOYEES

~~An employee having a grievance relating to employment shall first present the grievance to his or her Department Head, either verbally or in writing. The grievance should be presented within three working days of the date of the occurrence which led to the grievance, or within three working days from the date the employee first had knowledge of the occurrence.~~

6.05 APPEAL BY EMPLOYEE

~~An employee, who after discussing a grievance with the employee's Department Head and not being satisfied with the answer, may appeal the grievance to the City Manager within five working days of the meeting with the Department Head. Any appeal to the latter shall be made in writing. The decision by the City Manager will be final.~~

[New policy of combining Sections 6.03 and 6.05, Renumbering of each section after 6.03]:

6.03 APPEAL BY AGGRIEVED EMPLOYEE

An employee, who after discussing a grievance with the employee's Department Head and not being satisfied with the answer or want to appeal a disciplinary decision, may do so by providing detailed correspondence of the specific areas of concern and submitting the appeal along with any supporting evidence to HR within (3) business days from the date the discipline was given.

At this time, HR will review the grievance or appeal and submit it to the Discipline Grievance Committee (DGC) panel (selected by the HR Director) which will be comprised of three objective and non-interested department heads. The DGC will make a recommendation to the City Manager as to agreement or disagreement of the grievance or discipline no later than (3) business days from the date of receipt by HR.

The City Manager will review all the documentation related to the grievance and render a final decision within (3) business days from receipt of the recommendation by the DGC. The decision(s) made by the City Manager at the conclusion of this grievance process is considered final and not eligible for further appeal.

If additional time is warranted at any time during this process, the employee will be notified by HR.

Grievances may not be filed by probationary or temporary employees.

Commented [KL23]: Rationale: Provide a more defined, clarified process for employees to utilize a fair and objective due process when disciplined.

7.01 VACATION

C. VACATION ACCRUAL

Vacation is accrued on a bi-weekly basis. The schedule below reflects vacation leave earned per pay period and per year by all employees in full-time positions:

Length of Service	All Employees, excluding Shift Firefighters	Shift Firefighters
4 years of service or less	10 days per year or 3.08 hours per pay period	10 days per year or 4.62 hours per pay period
End of 5 th Year, but less than 12 years of service	15 days per year or 4.62 hours per pay period	15 days per year or 6.93 hours per pay period
End of 12 th Year, but less than 20 years of service	20 days per year or 6.15 hours per pay period	20 days per year or 9.23 hours per pay period
20 th Year and thereafter	20 days per year or 6.15 hours per pay period, plus one additional day for each year of service beginning year 20 (limited to five extra days)	20 days per year or 9.23 hours per pay period, plus 12 hours for each year of service beginning year 20 (limited to 60 extra hours)

~~To adhere to the application of accrued time in accordance with our previous policy, the change from two to three weeks of vacation will occur at the time of the fifth anniversary by adding a week of accrued time to the two weeks already accrued in the fifth year. The same change will occur at the twelfth anniversary.~~

[New policy]:

C. VACATION ACCRUAL

Vacation is accrued on a bi-weekly basis. The schedule below reflects vacation leave earned per pay period and per year by all employees in full-time positions:

Length of Service	All Employees, excluding Shift Firefighters	Shift Firefighters
5 years of service or less	10 days per year or 3.08 hours per pay period	10 days per year or 4.62 hours per pay period
End of 5 th Year, but less than 12 years of service	15 days per year or 4.62 hours per pay period	15 days per year or 6.93 hours per pay period
End of 12 th Year, but less than 20 years of service	20 days per year or 6.15 hours per pay period	20 days per year or 9.23 hours per pay period
20 th Year and thereafter	20 days per year or 6.15 hours per pay period, plus one additional day for each year of service beginning year 20 (limited to five extra days)	20 days per year or 9.23 hours per pay period, plus 12 hours for each year of service beginning year 20 (limited to 60 extra hours)

Commented [KL24]: Rationale: Correction to policy to ensure the vacation is received at the conclusion of the employee's 5th year.

Existing policy would allow for an extra week front loaded to the employee's vacation accrual because it was received at the beginning of the 5th year (see language at bottom of chart in existing policy, which is being removed).

7.02 SICK LEAVE

B. USE OF SICK LEAVE

[Removing from existing policy]:

~~An employee may use up to 32 hours of accrued sick leave in a calendar year:~~

- ~~• To care for an employee's sick child (dependent minor child in the home) or spouse or parent.~~

Commented [KL25]: Rationale: Removal from existing policy to provide employees more flexibility in utilizing sick leave.

7.05 PERSONAL LEAVE

~~Personal leave is provided at the rate of 16 hours per year for all full-time employees at the beginning of the calendar year. Leave is subject to the attendance and leave approval provisions of this policy and may not be taken during the probationary period. Personal leave does not accrue beyond the calendar year and unused hours will not be paid at the end of the year.~~

[New policy]:

Personal leave will be provided as follows at the beginning of the calendar year and can be taken in quarter hour increments:

- 18 hours for all full-time employees
- 24 hours for fire personnel

Commented [KL26]: Rationale: Provided small increase to personal leave accrual for full time employees and fire personnel for morale and retention.

Leave is subject to the attendance and leave approval provisions of this policy and may not be taken during the probationary period. Personal leave does not accrue beyond the calendar year and unused hours will not be paid at the end of the year.

7.06 HOLIDAY LEAVE

A. CITY HOLIDAYS

The City provides full-time employees with paid holiday leave each year. Part-time and temporary/seasonal employees are ineligible for holiday compensation.

Every calendar year the City of Tomball recognizes 10 holidays, although certain employees may be required to report for duty:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- One Floating Holiday - given on January 1 of each year and cannot be taken until the probationary period is completed. Must be scheduled and taken during the calendar year and shall not be subject to carry-over or payment if not used.

[New policy]:

A. CITY HOLIDAYS

The City provides full-time employees with paid holiday leave each year. Part-time and temporary/seasonal employees are ineligible for holiday compensation. Every calendar year the City of Tomball recognizes 11 holidays, although certain employees may be required to report for duty:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day (proposed)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- One Floating Holiday - Given on January 1 of each year and cannot be taken until the probationary period is completed. Must be scheduled and taken during the calendar year and shall not be subject to carry-over or payment if not used.

Commented [KL27]: Rationale: Approval of proposed Veteran's Day would be a recognition of 11 holidays instead of 10.

Commented [KL28]: Rationale: Proposed adoption of Veteran's Day to recognize our veteran employees and enhance retention efforts.

[New policy language added for floating holiday]:

The floating holiday will be provided as follows:

- **8 hours for 8-hour shift employees**
- **9 hours for 9-hour shift employees**
- **10 hours for 10-hour shift employees**
- **12 hours for 12-hour shift employees and fire personnel**

Commented [KL29]: Rationale: Adjusted floating holiday accrual to reflect actual hours worked as all employees do not work an 8-hour day and would have to burn additional time in conjunction with the holiday hours when used.

7.07 FUNERAL LEAVE

Employees may be granted paid leave per year to attend or arrange the funeral and settle the affairs of an immediate family member. For the purpose of this policy, "immediate family" shall mean the employee's spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren and grandparents of the employee or employee's spouse.

[New policy language added]:

Funeral leave will be provided as follows:

- **8 hours for 8-hour shift employees**
- **9 hours for 9-hour shift employees**
- **10 hours for 10-hour shift employees**
- **12 hours for 12-hour shift employees and fire personnel**

The City Manager may allow administrative time off to attend the funeral of an employee, an employee's spouse or child, a former employee or well-known community leader, but only to the extent that it does not affect the safe and effective operation of city services.

Commented [KL30]: Rationale: Adjusted funeral leave hours to reflect actual hours worked to provide employees that work shifts other than 8 hours to utilize 3 "days" of leave that is consistent with their respective day.

7.08 EMERGENCY LEAVE

~~All regular and probationary employees may be granted emergency leave for the period not to exceed three consecutive workdays days per calendar year, in the case of a serious illness or accident of a member of the employee's or employee's spouse family requiring immediate medical attention. Family members include parents, grandparents, brothers, sisters, children, in-laws and spouses. Emergency leave may include visitation of the seriously ill person in an intensive care or hospice setting. Documentations will be required to validate the emergency. Approval of emergency leave will be determined by the Human Resources Department.~~

[New policy]:

All regular and probationary employees may be granted emergency leave for the period not to exceed three consecutive workdays days per calendar year. Emergency leave is defined as leave for unforeseen, urgent or critical response situations that require immediate attention and cannot be delayed. This leave is typically used for situations such as severe illness or injury of a close family member, death in the family, natural disasters, or other significant personal emergencies.

Approval of emergency leave will be determined by the Department Head and cannot exceed more than the number of hours noted below for personnel:

- **24 hours for 8-hour shift employees**
- **27 hours for 9-hour shift employees**
- **30 hours for 10-hour shift employees**
- **36 hours for 12-hour shift employees and fire personnel**

When/if approved by the Department Head, the employee and/or the supervisor must make a note of use of this leave in the employee's time sheet for payroll purposes.

Commented [KL31]: Rationale: Adjusted emergency leave hours to reflect actual hours worked to provide employees that work shifts other than 8 hours to utilize 3 "days" of leave that is consistent with their respective day.

7.14 INCLEMENT WEATHER

The City is responsible for providing Police, Fire, water, sewer, and other services to the citizens of the City with or without inclement weather conditions. Given these responsibilities, it is the City's policy to be open for business under all types of weather conditions.

All employees shall be required to work on their normally scheduled work days regardless of inclement weather conditions unless instructed otherwise by their Supervisor.

Supervisors are responsible for ensuring that their operations are adequately staffed during periods of inclement weather. Employees who miss work or expect to be late for work due to inclement weather conditions must personally notify their Supervisor immediately. Failure to properly notify their Supervisor may result in disciplinary action, up to and including termination.

Employees who miss work due to inclement weather may use accrued vacation or compensatory time to compensate for the lost time. Employees with no vacation or compensatory time accrued shall not be reimbursed for the lost time.

[New policy language]: If the City closes due to inclement weather, employees that have pre-approved leave will be required to use their leave.

Commented [KL32]: Rationale: Added guidance to employees that have pre-approved leave to be absent from work at the same time the City is closed for inclement weather.

SECTION 2 – EMPLOYMENT

2.01 RECRUITING PROCEDURES

The Human Resources Department will advertise as necessary to recruit prospective applicants for vacant positions, communicate with appropriate agencies, contact possible sources for applicants, and maintain applicant files.

The Human Resources Department is responsible for:

1. Placing advertising on the City's website, in publications, and any other appropriate advertising site.
2. Accepting all applications. Applications are only accepted at the time of an active recruitment.

A. REQUEST TO RECRUIT

Recruitments can be conducted in the following manner:

1. Public – Applications will be accepted from external and internal candidates. Job postings are available on the City's website, emailed to all City employees and posted in common areas.
2. Internal Only – Applications will be accepted only from internal candidates. Job postings are emailed to all City employees and posted in common areas.

B. JOB POSTINGS

The Human Resources Department will develop a job posting to describe the particular requirements for vacant positions. The job posting will reference the minimum requirements for the position, as this will provide the basis on which applicant qualifications will be evaluated.

Highly complex or difficult to fill positions may be posted as "open until filled" at the request of the Department Head and with the consent of the Director of Human Resources. An open-ended search will not have a fixed deadline for the receipt of applications. The job posting and related advertisements will specify the date when the review of applications will begin. This will allow Human Resources to continue to accept applications until an ideal candidate is identified.

C. APPLICATIONS

Applications will only be accepted by the Human Resources Department during the specified open period of the job posting. Applications that have not been processed and routed by the Human Resources Department during the posting period are not eligible for consideration. Resumes submitted without a completed City of Tomball application will not be considered for employment, with the exception of certain executive positions.

Current City employees who wish to be considered for opportunities within the City must complete a Transfer application. Internal applicants must discuss their intent to compete for a different position with their current Supervisor/Manager or Director before submitting an application.

D. SHARING OF APPLICANT POOLS

Once a final candidate is selected from a pool of applications, the pool will remain viable for a period of 3 months. During this period, if a vacancy occurs with the same job title, the Hiring Department may choose to review applications from the pool rather than re-recruit.

E. INTERVIEWS

The Department Director shall review the applications and schedule interviews for those candidates selected for further consideration. Consideration must be given to all applications received; however, interviews need not be provided to all applicants.

The Human Resources Department can assist the Department Director in structuring interview questions, seating interviewing panels, devising scoring mechanisms and for other assistance in the interview process. Interview questions must be relevant and related to the position and the skills required. In addition, all candidates must be asked the same core group of questions to provide a fair and equal opportunity process.

F. SKILLS TESTING

The Hiring Department will contact the Human Resources Department to arrange for skill testing. Skills such as, but not limited to, typing, word processing, spreadsheets, databases, job knowledge, and other current systems and applications may be measured.

G. REFERENCE CHECKS

All efforts shall be made to determine the applicant's past work history. The best reference is someone who is in a position to evaluate the applicant's work performance. Personal references should be avoided unless they are the only references available.

The Department Director or Hiring Manager shall conduct reference checks prior to communicating a conditional offer of employment to a candidate. If an internal candidate is being considered, reference checks must include at least one person from the current supervisory chain of command.

H. SELECTION

The Hiring Department will be responsible for selecting from among the referred candidates to fill vacancies. Selection(s) must be defensible and documented.

The Hiring Department is responsible for sending letters or emails to applicants, regardless of whether or not they were interviewed, notifying unsuccessful applicants that another candidate was selected.

I. PRE-EMPLOYMENT MEDICAL SCREENING

1. Drug and Alcohol

Any external applicant for employment who has been made a conditional offer of employment will be required to undergo a drug test for the presence of drugs in their system. The Human Resources Department must receive a negative test result before the applicant may be made a final offer of employment. A job applicant who refuses to consent to a drug test as a condition of employment will be denied employment with the City of Tomball.

After a conditional offer of employment is made, the Department Head is responsible for making an appointment for a pre-employment physical (if required for the position), and instructing the applicant to report to the Human Resources Department for the pre-employment drug test. The applicant must report to the Human Resources Department within 24 hours of being notified of the drug test.

The Human Resources Department will provide the paperwork for the applicant to take to the Testing Site. The applicant must show picture identification to a representative at the testing site. The applicant must provide the sample as required or lose the opportunity for employment.

The testing site will provide Human Resources with the result of each drug test. The original result will be kept on file with the Human Resources Department, where it will be retained for a minimum of two years.

If the applicant receives a positive result on the drug test, the Human Resources Department will inform the Hiring Department. The conditional job offer will be rescinded by the Human Resources Department. The Hiring Department can choose another applicant from the same applicant pool or reopen the position for recruitment. **[New Policy Statement Here]**.

Any applicant who has tested positive for a controlled substance during the application process may be considered for employment with the City of Tomball, following a period of one year and a documented drug rehabilitation program. Upon reapplication, the applicant must also agree to at least one year of random drug tests (6 tests during the one year period) paid for by the City.

2. Physical Examinations – Non-Public Safety

Physical examinations will be required for those applicants being considered to fill a position that is highly physical in nature and/or where there will be frequent exposure to sun, heat, cold, humidity, and rain. Applicants in labor intensive positions, whether full-time, part-time or seasonal/temporary, must successfully complete a physical examination. These jobs often require heavy lifting and/or physical stamina. Both external and internal applicants must first be informed of a conditional offer for the positions and then be sent for a physical examination arranged by the Human Resources Department. Reasonable accommodations will be made for persons with disabilities, in accordance with the Americans with Disabilities Act.

3. Physical Examinations – Public Safety

All public safety police applicants who are being considered to fill a position will undergo a thorough physical examination and will also be required to pass a psychological screening process which includes a written psychological test and an oral interview with a psychologist. Document L-2 is signed by the physician stating the applicant is able to perform the essential duties of a police officer. The psychologist signs an L-3 stating there is no mental reason that an applicant could not perform the duties of a police officer. Both the L-2 and the L-3 forms are required by the State of Texas licensing agency for police officers and are sent to the state once an applicant has been employed by the City of Tomball Police Department. Dispatch candidates will also be required to provide an authenticated L-2 and L-3 indicating that they are fit to perform the duties of a dispatcher.

After a conditional employment offer is made, firefighter applicants are required to complete a pre-employment physical and must be deemed able to perform the essential duties of a firefighter by the City's contracted physician. Firefighter applicants must meet the standards of the National Fire Protection Association.

J. BACKGROUND INVESTIGATIONS

Background investigations will be done in accordance with the requirements for filling the vacant position.

1. Background Check – Non-public Safety

The background information will be used to ensure that the City does not place an applicant in a position that may create liability for the City. An applicant will not be disqualified from hire merely by having a criminal conviction. The nature of the offense, how much time has passed, and the job the applicant has applied for will be taken into consideration. Because of confidentiality issues, the

2.03 NEPOTISM (Employment of Relatives)

A. Family Member

The City of Tomball defines a family member as:

1. A relationship created by marriage includes: spouse, spouse's child, spouse's parent, spouse's brother, spouse's sister, spouse's nephew, spouse's niece, spouse's grandchild, spouse's grandparent, spouse's first cousin, spouse's aunt, and spouse's uncle.
2. A relationship created by birth (blood) includes: parent, brother, sister, child, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, great-grandparent, great-grandchild, great-aunt, great-uncle, great-niece, and great-nephew.
3. Significant others who live in the same household.

~~B. Applicants~~

~~An applicant may not be hired as an employee if that department already employs a person who is a family member of the applicant. This passage does not apply to volunteers with the fire and police departments.~~

~~C. Employees within the same department~~

~~If an employee becomes a family member of another employee who works in the same department the employees may remain in the department, however, they may not directly supervise one another.~~

B. [New policy added here]

D. C. Elected Officials

No person related within the second degree by affinity* or third degree of consanguinity** to the mayor, any member of the City Council, any officer of the City or officer of any City Board shall be appointed, voted upon or confirmed by that relative to any office, position, clerkship, employment or duty of the City. This prohibition shall not apply, however, to any person who shall have been continuously employed by the City for a period of six (6) months prior to the election of the Mayor or Council member so related to him/her. The person must have been continuously employed by the City for a period of thirty (30) days prior to the appointment of a related officer of a City Board or officer of the City to retain employment.

* "Affinity" is relationship created by marriage and within the second degree includes spouses, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent-in-law and grandchildren-in-law.

**"Consanguinity" is a relationship created by birth and within the first and second degree includes grandparents, parents, brothers, sisters, children and grandchildren, and within the third degree includes aunts, uncles, nieces, nephews, great-grandchildren and great-grandparents.

- k. Knowingly perform or refuse to perform any act in order to deliberately thwart the execution of the City ordinances, rules or regulations or the achievement of official City programs.
 - l. Personally represent or appear on behalf of the private interest of another before the City Council or any City board or department; or if the represented person's interest is adverse to that of the City, represent any person:
 - i. in any quasi-judicial proceeding involving the City; or
 - ii. in any judicial proceeding to which the City is a party
2. Provided, nothing in subsection (1) above shall preclude:
- a. Any employee from performing the duties of his or her employment;
 - b. Any employee from appearing before the City Council or any City board or department, in a manner consistent with other City policies and rules, to discuss any general City policies or public issues; or
 - c. An employee from testifying as a witness under subpoena in a judicial or quasi-judicial proceeding.

B. EXCEPTIONS

Exceptions made to any item in Policy 3.01 must be approved by the City Manager and kept on file by the Finance Department or Human Resources Department, as appropriate.

C. NOTIFICATION OF FRAUDULENT INCIDENT OR PRACTICES

In the event that an employee observes a fraudulent act or suspects that a fraudulent act has occurred, notification of the act must be made in accordance with the Interdepartmental Policy and Procedures.

3.02 ATTENDANCE

Employees shall be required to be at their places of work in accordance with work schedules established by their department. Employees are expected to be at their work place or on official duty during City business hours or be officially excused by their supervisors. Any employee who fails to report, is habitually tardy, leaves the workplace without proper authorization or misuses leave may be subject to disciplinary action. **[New policy statement here]**. All departments shall maintain accurate attendance records.

Whenever an employee is unable to report to work because of illness, injury or an emergency, the employee must call their supervisor as far in advance as possible prior to their scheduled shift time, and each subsequent day thereafter. Such notification should include when the employee can be expected to report to work. Leave time is subject to the approval of the supervisor. The absent employee is responsible for ensuring that proper advance notice of absence or late arrival is given to their supervisor, in accordance with the department rules. If a voice mail is left, it is the employee's responsibility to call back to ensure that the message was received. Messages left with non-supervisory personnel will not be accepted. Failure to provide proper notification of an absence or lateness,

unexcused absences, late arrivals or early departures from work may result in disciplinary action, up to and including termination.

Any employee who fails to report to work for 3 consecutive workdays, and fails to notify their supervisor in advance of the reason for the failure to report to work, will be considered to have voluntarily and irrevocably resigned from their position at the end of the 3rd day unless the City determines that the employee has a sufficient excuse for not giving notice.

3.03 MEAL AND BREAK PERIODS

Supervisors shall implement work schedules, including work hours and lunch schedules, to meet the general requirements of their departments and divisions. Break/rest periods are not required by the Fair Labor Standards Act however, the City of Tomball may allow two 15 minute rest periods, which may be provided each day and are to be taken within the work area. The meal period should be 45 minutes or one hour in length and should normally be taken between 11:00 a.m. and 2:00 p.m. for those employees working a standard eight-hour shift. Rest periods and lunch breaks are to be taken as assigned and cannot be stored or banked. Schedules for Police and Fire Department personnel will be established by the respective Chief. Break periods may be delayed in order to maintain production or services.

[New Policy on Nursing Mothers here]

3.04 EMERGENCY CONDITIONS

The citizens of Tomball depend on City employees before, during and after an emergency or disaster to provide or restore essential public services for the health, safety and quality of life for our community. In the event of a wide scale emergency that could impact our community, all employees must be ready to assist in managing the crisis and will be considered essential for the continuity of governmental operations until he/she are specifically relieved by the Department Director or their designee. This policy applies to all non-exempt and exempt employees, and it recognizes that some emergencies will provide no advanced warning.

A. EMPLOYEE GROUPS

In a large scale emergency, City employees will be required to fulfill their individual responsibilities and function as a team to protect the City's vital assets, and maintain and restore essential City services. While the fire and police departments typically provide emergency services, other City departments may also be called upon to participate in response efforts.

B. PAY PROVISIONS

In the event of a Disaster Declaration, State of Emergency or a long term emergency, all non-exempt that are declared "Essential personnel" and are required to work the duration of the event, will be eligible for overtime at the rate of one and one half (1 1/2) times their regular hourly rate of pay for actual hours worked. Exempt employees may receive time off for extensive hours worked during an emergency situation, as defined by the City Manager.

3.05 APPROPRIATE APPEARANCE

The personal appearance and grooming of our employees plays an important role in the perception that the public and citizens have of the City of Tomball. Employees are expected to dress appropriately and professionally and present a clean and neat appearance while at work and while representing the City or conducting City business. Employees are expected to maintain minimum standards of dress, grooming and personal hygiene appropriate for the position and job duties and as necessary to protect the safety of the employees. This policy establishes the foundation for the City's dress code policy. In order to maintain a positive public image and to assist employees in determining what is appropriate, the following guidelines are established.

A. DAY-TO-DAY ATTIRE

Business attire or a required uniform is to be worn on a daily basis. Police and Fire Department employees are covered under Departmental policies regarding appropriate dress and appearance.

B. PROHIBITED ATTIRE

In order to maintain a positive public image and to assist employees in determining what is appropriate, the following items are prohibited or restricted:

- Shirts that allow a bare midriff
- Beach type flip-flops
- Sweat-shirts, sweat pants, wind suits, overalls or shorts (Department Heads may make exceptions for uniformed seasonal wear)
- Ripped Jeans
- T-shirts and/or ball caps with advertisements, political messages, or slogans (unless provided by the City for a specific City/Public event)
- Clothing with obscene messages or that endorse alcohol, tobacco products, drugs, pornography, or offensive material of any kind
- Revealing, sheer, suggestive, see-through blouses or sweaters (unless worn over or under another shirt)
- Provocative or revealing, low cut attire including body-hugging, see-through, or excessively tight fabrics
- Lip, nose and eyebrow rings/studs, tongue studs or similar type facial jewelry (excluding ear lobes)
- Clothing that is dirty, soiled, stained, wrinkled, ripped or tattered
- Visible tattoos which could be deemed offensive
- Clothing that is better suited for the beach, yard work, dance clubs, exercise sessions, and sports contests
- Hair should not be worn in a manner to create a safety hazard. Hair styles and hair colors must be appropriate to the employee's position and extremes of any type are unacceptable. For

- Employees whose position require the operation of a motor vehicle must exercise due diligence to drive safely, wear seat belts, follow all traffic laws, and avoid distractions while driving, such as using cellular telephones or entering data on a Mobile Data Terminal (MDT) except as provided by state law for emergency response.
- Some city-owned vehicles are equipped with GPS tracking devices. Tampering with and/or disengaging such equipment is grounds for disciplinary action up to and including termination.

D. CELLULAR PHONES

The City will own and provide cellular phones and services to qualified and approved employees. The City will maintain a single service provider contract from authorized state, local or federal cooperative contracts that offer discounted pricing and a wide range of service plans. Use of any other services provider or contract for City owned cellular phones and/or services must be justified and approved.

As an alternative to a City owned and provided cellular phone and service, the City Manager may authorize the issuance of a monthly stipend to those employees deemed to be Critical Decision Makers. These payments are intended to pay only for City related costs incurred on personal cellular phone accounts, and eliminate the need for those employees to carry and maintain a separate phone for City business. This stipend is considered taxable income to the employee.

3.07 INFORMATION TECHNOLOGY SYSTEM USE

The City provides technology and communications systems to employees. This includes internet and e-mail, as well as any system or part of a system owned or leased by the City that is used for sending, receiving, or accessing information by electronic means and transported on wired or wireless networks.

This policy provides guidelines for the general use of the City computers, electronic mail, and Internet access. It applies to both internal and external email sent and received, all Internet access, and any software or hardware installed on a City computer. These guidelines do not supersede any state or federal laws, or any other agency's policies regarding confidentiality, information dissemination, or standards of conduct. This policy is not intended to cover every possible situation. Instead, it is designed to express the City of Tomball's philosophy and set forth general principles when using electronic media and services.

The City will review alleged violations of this policy on a case-by-case basis. Any violation of this policy could result in disciplinary actions, up to and including termination. Additionally, violations of this policy, when appropriate, may be referred for criminal prosecution.

A. ACCEPTABLE USE

Permissible use of the System is to carry forward City business. Use is encouraged when it results in the most efficient and effective means of communication. It is the responsibility of the employee to use the System, including internet and e-mail to assist in carrying out the business purposes of the City. This includes, but is not limited to:

1. Perform job functions,
2. Communicate information in a timely manner,
3. Coordinate meetings of individuals, locations, and City resources,

through the IT department before installation. Unauthorized software installation is strictly prohibited. Any software installed by the IT Department shall not be removed or altered in any way.

To maintain compliance with U.S. Copyright laws and to protect the integrity of the City of Tomball computer environment from viruses, unauthorized installation or downloading of any unauthorized software is strictly prohibited. Employees are not permitted to install their own copies of any software onto City computers. Likewise, employees are not permitted to copy software from a City computer to be used on any other computer unless such installation is in accordance with the applicable licensing agreement and has been previously authorized by the Department Head or designated personnel. Any employee, who knowingly makes, acquires or uses unauthorized copies of software licensed to the City of Tomball or who places or uses unauthorized software on the City of Tomball premises or equipment shall be subject to disciplinary action.

H. HARDWARE

Any employee's personal computer or equipment that is attached to the City of Tomball's network is subject to all rules within this policy. No hardware shall be installed or removed from the City of Tomball's computer without authorization from the Department Head or designated personnel and notification to the IT Department.

I. LAPTOPS

Laptops are assigned to individuals and/or departments. Employees who remove them from designated office spaces will take personal responsibility for the safety of these items. Employees may be held liable should laptops be damaged, lost or stolen while in an individual employee's possession.

J. AUDITS

The City reserves the right at any time to conduct audits of any or all of the City of Tomball's computers to ensure that the City is in compliance with all software licenses. Unauthorized software will be deleted upon detection.

[New Policy Sections K – N added here]

3.08 MEDIA CONTACTS

The City Manager's office and designated public information officers are authorized to serve as liaisons to media representatives regarding policy issues. Other employees are not authorized to make statements on behalf of the City, unless directed to do so by the Department Head and in response to an inquiry for routine factual information relating specifically to his/her duties as a city employee, and not relating to litigation, legal opinions or City personnel matters. If an employee receives an inquiry, he/she should report the inquiry to the Department Head, and describe any response made to such inquiry. Nothing in this handbook prohibits the exercise of constitutional rights, which generally protect communications made as a citizen on matters of public concern, but not communications made as an employee on matters of personal interest.

3.09 SOCIAL MEDIA POLICY

This policy addresses the responsibility of all employees with regard to their personal use of social media. This policy also outlines the protocol and procedure for employee and volunteer use of social media to disseminate public information and/or promote special events, programs, and services on behalf of the City of Tomball.

A. DEFINITION

For purposes of this policy, "social media" shall mean the use of technology in combination with electronic social networks of any type. Social media sites may include, but not be limited to, Facebook, Twitter, LinkedIn, MySpace, YouTube, blogs, Wikis, chat rooms, and on-line forums. It will also include official City of Tomball websites and all forms of on-line community sites that are established and maintained by the City of Tomball. Social media activity includes but is not limited to texting, blogging, posting, and other actions involving technology and social media sites. The term "Employee", in this section, shall mean a full-time, part-time, or contract employee or volunteer for the City.

B. COVERAGE

This policy applies to all city departments and all employees.

(New Policy on Tik Tok added here)

C. EMPLOYEE PERSONAL USE OF SOCIAL MEDIA

The lines between public and private, personal and professional can become blurred in on-line social networks. With that in mind, below are guidelines for social media use by City employees while off duty.

1. Employees who use social media for personal use should not discuss information about the City's employees, citizens, vendors, issues, business, or legal matters without express consent to do so. Posting of confidential information may violate state law and subject the user to criminal penalty.
2. Personal use of social media while off duty must not interfere with or conflict with the employee's duties or job performance, utilize the employee status as a City employee to bolster his opinion or violate any City policy. Employees are encouraged to act responsibly while off duty and to exercise good judgment when using social media.
3. Employees should consider the following guidelines for personal use of social media:
 - Respect coworkers and the City. Do not post any confidential information obtained through employment with the City and/or pictures on the Internet that may defame, embarrass, insult, demean or damage the reputation of the City or any of its employees.
 - Do not post any information and/or pictures that may constitute violation of any City policy.
 - Do not post pictures containing images of City uniforms or insignia, City logos, City equipment or City work sites.

SECTION 4 – SALARY ADMINISTRATION

The City of Tomball's compensation policies (salary administration and pay practices) have been designed to provide guidelines for ensuring fair and equitable practices and to maintain compliance with the Fair Labor Standards Act (FLSA).

4.01 CATEGORIES OF EMPLOYMENT

A. AT-WILL EMPLOYER

Employment at the City of Tomball is at-will for an indefinite period of time, until terminated by either the City or the employee, with or without cause. That means either party may end the relationship with or without prior notice or cause.

No written or oral representation by the City of Tomball personnel will create a contract of employment. No employment practices of the City are intended to create a contract of employment. No changes in the City's employment-at-will policy will be effective unless executed in writing and signed by both the City Manager and Human Resources Director and approved by City Council. The City also retains the right to change any terms, conditions, benefits or privileges of employment at any time without notice.

B. PROBATIONARY PERIOD

All employees serve an initial six (6) month probationary period, which at the City's discretion, may be extended for a period not to exceed twelve (12) months. **Police Officers (Adding Firefighters here) will serve a probationary period of one year.** Termination of employment during this probationary period is final with no appeal. **See section 4.09 for more information.**

C. PROBATIONARY EMPLOYMENT

Each new employee is placed into a probationary status until he/she completes the probationary period. The probationary period allows the supervisor or department director an opportunity to evaluate, train, coach and observe the employee's ability to perform assigned duties. Throughout the probationary period, the supervisor shall communicate and document the provisional employee's progress in his/her performance. If the employee's performance meets expected levels, they complete their probation after six (6) months. If the employee's performance during the provisional period is less than satisfactory, the probationary period may, at the discretion of the supervisor and with approval of the Department Head, be extended for an additional six (6) months. At any time during the probationary period and employee may be dismissed without further recourse. Even after completing the probationary period, an employee's employment with the City remains at-will in nature.

D. FULL-TIME EMPLOYEE

A full-time employee is defined as an employee who works a minimum of 40 hours a week or 2,080 hours annually in a full-time position; or an average of 53 hours a week or 2,756 annually in a full-time shift Firefighter position. Such employees are eligible for all City benefits. Full-time employees are further classified in one of the following categories:

1. Exempt: Certain employees, due to their position title and responsibilities, are exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees primarily include those individuals occupying a bona fide executive, administrative, and/or professional position under the

4.02 WORK SCHEDULES

Employees in all City departments, with the exception of certain shift positions in the Fire Department and the Police Department, will observe a forty-hour work week. The work period begins 12:00 a.m. Monday (6:00 a.m. for Shift Police Personnel and 7:00 a.m. for shift Firefighters) and consists of seven consecutive 24-hour periods. Employees working a standard forty-hour work week schedule will consist of five eight-hour shifts. Police Officers, Jailers, and Dispatchers may utilize a work week schedule consisting of eight, ten or twelve hour shifts, in accordance with FLSA, provided the service level to the community can be adequately maintained.

Each department head is responsible for exercising adequate supervision to ensure that employees are complying with established work schedules and that unscheduled work is performed only in bona fide emergencies. The department head is responsible for controlling starting and stopping time and all work times. If an employee starts work early or works late and the time for either period is seven minutes or less, then that time is considered incidental and will not require compensation. Overtime will begin the eighth minute and will be calculated in 15 minute intervals.

It is the employee's responsibility to comply with department work schedules and to avoid work that is unscheduled or unauthorized.

While many City services are provided on a 24-hour basis, seven days per week, the City has established its core business hours as 8:00 a.m. to 5:00 p.m., Monday through Thursday, and 8:00 a.m. to 4:00 p.m. on Friday.

A. WORK SCHEDULES FOR SHIFT FIREFIGHTERS

Under the 207K exemption of the FLSA, City of Tomball shift firefighters observe a 14-day work cycle for the purposes of calculating overtime. For shift firefighters, the work cycle begins at 7:00 a.m. on Monday and concludes at 6:59 a.m. 14 days later. Fire Department personnel on a 48-hour shift are regularly scheduled to work an average of 53 hours per week, based on 48-hour shifts with 96 hours off between shifts. Days off and shifts may change to meet the business needs of the city. For Shift Fire Personnel, the work day of 24-hour employees is considered to be 12 hours of leave for accrual/usage purposes.

B. WORK SCHEDULES FOR EXEMPT EMPLOYEES

Exempt employees work at the discretion of their department head or the City Manager and may be required to work hours in excess of the normal work week. Exempt positions are not eligible for overtime payment or the accrual of compensatory time. Therefore, the department head may define the work hours and hold the employee accountable to a specified schedule without affecting the exempt status under the FLSA.

The department head shall be available and accessible during the City's core business hours, as well as outside of those established hours as needed to ensure City services and programs are available.

C. WORK SCHEDULES FOR NON-EXEMPT EMPLOYEES

Non-exempt employees in all City departments will observe a forty-hour workweek. Directors, with approval of the City Manager, may establish the work schedules for their non-exempt employees based on providing the most comprehensive customer service to the public and to internal customers.

For purposes of calculating overtime under the FLSA, the work week begins on Monday at 12:00 a.m. (midnight) and ends on Sunday at 11:59 p.m., except for fire and police shift personnel. This work week

is defined for all types of shifts with the exception of a 9/80 schedule which has a workweek defined as beginning on Friday at 11:00 a.m. or 11:30 a.m. and ending on Friday at 10:59 a.m. or 11:29 a.m.

Non-exempt employee positions shall record each workday separately with respect to hours worked. Any hours worked outside of a normal work week schedule must be recorded on the time clock applicable to each workday. As set out above, any overtime must be approved in advance in writing, by a supervisor. If an employee leaves a work site periodically during the workday for personal reasons, the employee shall reflect the lost time on the time clock (i.e. vacation, sick leave, compensatory time, etc.). Hours must be recorded in increment of .25, (i.e. .25, .50, or .75).

The above referenced work schedules are defined to provide direction to employees, supervisors, and Payroll. However, there may be other work schedules based on the unique services provided by individual departments. All work schedules are to be defined and approved according to this policy, and Payroll is to be notified two weeks before they are implemented.

D. OVERTIME

All employees may be required to work overtime when necessary as determined by departmental management. All overtime must be pre-approved. Specific overtime assignments shall be rotated and allocated as evenly as possible among employees qualified to do the work. Employees are expected to respond to a reasonable request to work overtime and may be subject to disciplinary action for failing to stay or report for overtime work.

Any overtime work performed outside of an employee's normal work week must be promptly recorded and documented for purposes of maintaining an accurate payroll as set out below. Overtime shall only be granted with prior consent by the Supervisor and must be recorded and approved on the time sheet. Hours must be recorded in increments of .25, (i.e. .25, .50, or .75). Employees who work overtime without authorization are subject to disciplinary action, up to and including termination. By issuing an employee a PDA, cell phone, laptop or any similar remote access device, the City does not give such employee permission to work outside of a normal work week schedule and any overtime work involving such equipment also must be approved in advance.

1. Non-exempt employees (excluding shift firefighters) shall receive overtime at the rate of 1-1/2 hours for each hour of time worked in excess of 40 hours in a workweek. Shift firefighters will be paid one and one half times the regular rate for each hour worked in excess of 106 hours in any given work period. Overtime may be compensated in one of two ways: accrual of compensatory time or overtime payment (see 4.04 Overtime Pay Procedures).
2. Non-exempt employees, who are being paid overtime or provided comp time, are responsible for notifying their immediate supervisor if their normal work assignment cannot be completed within the established work hours, and shall not perform any work outside of their normal work week schedule unless expressly authorized do so in writing, in advance by a supervisor.

E. WAIVER PROHIBITED

The requirement that overtime must be paid after 40 hours a week or 106 hours in a 14 day cycle for shift fire personnel may not be waived by agreement between any employee and the City.

4.03 PAY PROCEDURES

1. Return to the employee's usual place of work: any time worked less than 2 hours, will still be deemed as 2 hours of work, in accordance with the Fair Labor Standards Act. Any incident exceeding two hours will be paid according to the length of time requiring the employee's attention.
2. Remain near a telephone at a fixed location

The following provisions also apply to call back time and pay:

- Call back time does not change the number of hours scheduled as on call.
- If a non-exempt "on-call" employee is subject to callback, any hour(s) worked during the period of callback will be paid at the employee's overtime rate, regardless of the actual number of hours worked in the workweek.
- Call back pay is not associated with time where employees are asked to remain at work, or held over for a shift. If an employee is asked to remain at work after their shift, pay will be subject to the Fair Labor Standards Act guidelines.
- Exempt employees are not eligible for callback pay.

Departments can make their own policies concerning what positions will be mandated for "on-call" duty and what the length of response time must be for employees to return to the work site.

On-call time and callback time must be reported on the employee's bi-weekly timesheet, in accordance with the guidelines listed above.

B. CALL OUT

Non-exempt employees called back to work shall be paid at the rate of one and one-half times the regular rate of pay for the time worked, with a minimum of two hours of pay. The exception being where the call runs into the normal workday at which time a non-exempt employee's pay would change to straight time. The call out time is separate from the normal 40 hour work week calculation.

4.06 STEP-UP PAY, CERTIFICATION AND LICENSE PAYS

A. STEP-UP PAY

When an employee is temporarily assigned the duties and responsibilities of a higher classification, that employee may receive additional compensation if the assignment exceeds ten working days. The rate of pay will be determined by Human Resources and shall not exceed the range or position the employee is assuming.

B. CERTIFICATION AND LICENSE PAY

It is the policy of the City of Tomball to encourage its employees to participate in advanced training. Levels of training and certification for that training should be recognized. To properly compensate those employees who achieve required levels of certification and/or licenses, the city has adopted a certification and license policy which can be reviewed in the Human Resources Department at any time. When certification and license pay apply, eligible employees will only be compensated for the highest level of certification and degree level they achieve. Any changes to this policy will only be made during budget discussions depending on the funding levels that are available for the future year.

It is the employee's responsibility to notify their supervisor and provide documentation when they obtain a higher certification or education level, or if the certification or assignment pay no longer applies to their position. The supervisor will then notify the Human Resources Department.

4.07 TRAVEL TIME

A. COMMUTE TIME

Travel time at the beginning or end of the workday is not compensable. Generally, an employee is not at work until they reach the work site. This includes travel to offsite locations where the employee may have a temporary assigned worksite (i.e. training in Houston). However, if a non-exempt employee is required to report to work to pick up materials, equipment or other employees, or to receive instructions prior to traveling to the worksite, then the time from the worksite to the final destination is compensable. An employee who operates a City vehicle need not be compensated for commute time simply because the employee is driving the vehicle, so long as it is for the employee's convenience. A non-exempt employee who is directed to chauffeur other employees by his supervisors is entitled to compensation.

B. OVERNIGHT TRAVEL

Travel time is compensable when it occurs during the non-exempt employee's normal work hours. Moreover, if the travel occurs during the normal working hours of a non-exempt employee, even if on nonworking days (i.e. Saturday or Sunday for an employee who works Monday to Friday), the time is compensable.

C. TRAVEL AND EXPENSES REIMBURSEMENT

Please refer to the City of Tomball Travel and Expense Reimbursement Policy for information regarding travel and expenses reimbursement.

4.08 LIGHT-DUTY ASSIGNMENT

The City's return to work Light Duty Program is based on the belief that it is in the best interest of both the employee and the City for an employee to return to work in some capacity following an on the job-related illness, injury, or medical condition. Under this basis, Directors are instructed to work with Managers to identify possible Light Duty assignments. Attempts will first be made to provide Light Duty assignments in the department and division in which the employee currently works. If placement is not possible, then the Human Resources Department will attempt to place the individual in another department, based on physical ability skills and available assignments.

Light duty assignments are limited to those employees who have sustained an injury, illness, or other medical condition on the job. If an employee is unable to work at full duty capacity due to an injury, illness, or other medical condition, but is able to work in some capacity, they may be eligible for light duty.

The employee's treating health care professional must have the expectation that the employee will be able to work in a full-duty capacity. The employee must obtain a Doctor's Note from the health care professional that releases the employee to perform the assigned duties and submit it to Human Resources. For the 1st six months after the injury or onset of illness, an employee must provide medical documentation to Human Resources, in 45-day increments in order to remain on light duty. The supervisor shall provide Human Resources with the light duty job requirements.

When possible, the employee shall attempt to schedule medical treatment or physical therapy appointments in an effort to minimize the interference with the employee's work schedule. It is the employee's responsibility to promptly return to work after Light Duty medical treatments or physical therapy appointments scheduled during normal work hours or to notify the Light Duty supervisor if unable to do so following each appointment with a health care professional.

B. DIRECTOR'S, MANAGER'S, SUPERVISOR'S RESPONSIBILITIES IN REGARDS TO LIGHT DUTY

1. It will be the Director's/Manager's responsibility to assign an employee to light duty in the employee's regular department/division, whenever possible. If light duty is not available within the employee's Department/Division, Human Resources will survey other Departments for suitable light duty assignments.
2. All light duty job offers must be made in writing.
3. It is the responsibility of the Director's/Manager that receives an employee on the Light Duty Program to:
 - a. Supervise the work of the light duty employee so that the performance standards of the assigned positions are met.
 - b. Notify Human Resources if the light duty employee fails to meet the performance standards of the position.
 - c. Notify Human Resources of any physical compliance rules or restrictions not adhered to by the light duty employee.

[New Policy on Reasonable Accommodation and Fitness for Duty added here]

4.09 PROBATIONARY PERIOD

A. PURPOSE

The purpose of the probationary period is to allow newly hired full-time employees and the City the opportunity to measure and evaluate their satisfaction with the working relationship. At any time the employee or the City has the right to terminate the employment relationship, with or without notice, with or without cause. The City also retains the right to change any terms, conditions, benefits or privileges of employment at any time without notice. No employment contract either expressed or implied shall exist between the City and the employee for any duration, either specified or non-specified, during the introductory period.

B. LENGTH OF PROBATIONARY PERIOD

The length of the probationary period is as follows:

1. All full-time employees, excluding Police Officers and Dispatchers, shall complete a probationary period of six months from the date of hire.
2. Police Dispatchers shall complete a six month probationary period from the end of their training and Police Officers shall complete a one-year probationary period from the end of their training.

At least 30 days before the end of the probationary period, the Supervisor must begin reviewing the employee's performance. At that time, if it is determined that the employee's performance is not satisfactory, the employee will be terminated from employment before the end of the probationary period. If it is determined that the employee's performance needs further evaluation, the Supervisor/

When possible, the employee shall attempt to schedule medical treatment or physical therapy appointments in an effort to minimize the interference with the employee's work schedule. It is the employee's responsibility to promptly return to work after Light Duty medical treatments or physical therapy appointments scheduled during normal work hours or to notify the Light Duty supervisor if unable to do so following each appointment with a health care professional.

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2. All light duty job offers must be made in writing.
3. It is the responsibility of the Director's/Manager that receives an employee on the Light Duty Program to:
 - a. Supervise the work of the light duty employee so that the performance standards of the assigned positions are met.
 - b. Notify Human Resources if the light duty employee fails to meet the performance standards of the position.
 - c. Notify Human Resources of any physical compliance rules or restrictions not adhered to by the light duty employee.

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B. LENGTH OF PROBATIONARY PERIOD

The length of the probationary period is as follows:

1. All full-time employees, excluding Police Officers **[including Firefighters here]** and Dispatchers, shall complete a probationary period of six months from the date of hire.
2. Police Dispatchers shall complete a six month probationary period from the end of their training and Police Officers shall complete a one-year probationary period from the end of their training.

At least 30 days before the end of the probationary period, the Supervisor must begin reviewing the employee's performance. At that time, if it is determined that the employee's performance is not satisfactory, the employee will be terminated from employment before the end of the probationary period. If it is determined that the employee's performance needs further evaluation, the Supervisor/

Director may, before the end of the Probationary Period, recommend to extend the employee's Probationary Period as provided below.

C. EXTENSION OF THE PROBATIONARY PERIOD

At the discretion of the Supervisor and Director and with the concurrence of the Director of Human Resources, an employee's Probationary Period may be extended up to six months.

D. POSITION CHANGES (INTERNAL MOVES)

Probationary periods will apply to all full-time employees that have a change in jobs (through reclassification, promotion, demotion, or reorganization) and are subject to a 6-month probationary period. At the end of 6 months in the new position, the incumbent will receive a 6-month review to be documented as a periodic update in the performance evaluation system. The 6-month review is not subject to an increase in pay, but is to determine if an employee can continue in the position. If the employee is not performing satisfactorily, they are subject to disciplinary action.

An employee who changes positions (through reclassification, reorganization, demotion, or promotion) may not transfer or change jobs within the first 6 months of the action without the consent of their Director.

4.10 EMPLOYEE PERFORMANCE AND DEVELOPMENT SYSTEM

The performance evaluation is a measurement of an employee's work performance over a period of time. The performance evaluation is also a developmental tool that is used as a means for the supervisor to communicate to the employee essential job factors, skills, expectations, and at what level the employee should be performing.

The City will evaluate employees at least annually. This evaluation will include a discussion between the employee and his/her immediate supervisor to determine goals and evaluate progress toward better performance and personal development. Performance evaluation results are used in determining merit increases and promotions. An employee's immediate supervisor will complete written performance evaluations with final written approval by the Department Head or City Manager. Employees will be given a copy of the evaluation prepared by their supervisor.

Salary increases may be given to reward individual performance are subject to budgetary guidelines established by the City.

A. ELIGIBILITY

All full-time and part-time employees shall be evaluated based upon a performance plan, to include the City's guiding values, mandatory job factors, and/or leadership and other criteria developed by the Supervisor and the employee. Employees hired during the last quarter of the fiscal year will not be eligible for a merit increase until the annual review the following year.

Supervisors shall review staff evaluations with the Director/Manager prior to discussing with the employee as part of the department calibration stage of the evaluation.

B. ANNUAL PERFORMANCE EVALUATION

An employee receiving a "Marginal" rating on their annual evaluation will not receive an adjustment to pay and will be placed on a Performance Improvement Plan and given 90 days to improve. If at the end of the 90-day period, the employee's performance improves to "Proficient", the employee will continue employment with the City and may be eligible to receive an adjustment from the date of the "Proficient"

rating. The employee's next evaluation will be on the next common review date and may be eligible for an adjustment based on performance for the entire previous 12 months.

Upon the re-evaluation, if performance is still rated as "Marginal" the employee is subject to disciplinary action, up to and including termination, in accordance with directions provided by this policy and the Human Resources Department.

C. PERFORMANCE IMPROVEMENT PLAN

Employees may be disciplined for conduct or performance or a combination of the two. At any time, if an employee's performance falls below expected levels the employee may be placed on a Performance Improvement Plan and given 90 days to improve. If at the end of the 90-day period, the employee receives a rating that is below "Proficient", the employee is subject to disciplinary action, up to and including termination, in accordance with directions provided by this policy and the Human Resources Department.

D. EMPLOYEE EVALUATIONS WHILE ON LEAVE OF ABSENCE

If an employee is out on an approved leave of absence, including but not necessarily limited to, leave due to an on-the-job injury, FMLA leave, or Military leave, then the employee shall be evaluated based on their performance while at work. However, merit pay will be based on the evaluation rating, as if the employee were at work the entire evaluation period. If an employee is out the entire evaluation period, then the supervisor will use the previous evaluation period rating. Any salary increase shall occur on the effective date of the change.

[New policy on Probational Period -Employee Performance Letter added here]

4.11 PAY PLAN AND COMPENSATION GUIDELINES, AND JOB DESCRIPTIONS

A. COMPENSATION PHILOSOPHY

The City maintains a position classification system for all workers in an effort to apply sound principles of measurement to determine an internally equitable market value of each position in the City. The request for new classifications will occur during the budget process each year.

The City's compensation program will provide compensation opportunities (direct pay and indirect pay, career opportunities, benefits, etc.) that are a blend of those offered by its competitors.

Each job classification in the City will be assigned to the pay structure and will have a pay grade defined by the minimum and maximum dollar limits. The pay grade defines the pay opportunities for the job.

Pay structures shall be reviewed periodically to reflect the city's changing competitive position, economic conditions, and compensation objectives; and shall be subject to the budgetary guidelines established by the City.

B. ESTABLISHMENT OF PLAN

The City Council shall establish the pay plan annually during the budget process, which includes compensation and salary structure recommendations made by the City Manager or his designee. One of the functions of the budget process is to consider the competing priorities for limited revenue resources. It may be determined that the City's current financial status cannot support the total cost. Conversely, in a positive financial condition, the City may consider increasing the percentages allotted.

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The City Council shall establish the pay plan annually during the budget process, which includes compensation and salary structure recommendations made by the City Manager or his designee. One of the functions of the budget process is to consider the competing priorities for limited revenue resources. It may be determined that the City's current financial status cannot support the total cost. Conversely, in a positive financial condition, the City may consider increasing the percentages allotted. The financial status will affect both structure adjustments and individual salaries during any future fiscal years.

Generally, when any salary structure is adjusted, the employee's salary will be adjusted in order to maintain the employee's position in the structure. In addition, the employee may receive a budgeted merit increase. Conversely, if the City's financial status cannot support a structure adjustment and a merit increase in the same year, the City may elect to adjust the structure one year and in the following year provide a merit increase to employees with no structure adjustments, or may elect to maintain the current pay structure until conditions change.

C. SALARY RANGES

Each position in the City has a salary range defined by minimum and maximum salary limits and a midpoint. The salary range defines the pay opportunities for the job. The salary ranges and midpoints are to be reviewed and revised to reflect changing competitive positions, economic conditions and compensation objectives.

Employees shall not be paid less than the minimum of the pay grade established for their position and increases shall not provide for employee salaries to exceed the maximum of the pay range for their position. The midpoint of the range is equivalent to the average salary paid in the market, with the basic compensation philosophy that an employee should be at or near the midpoint of the range when he or she has attained five years of tenure in the position.

Employees whose salary is at or above the maximum of their pay grade will be "frozen" until the structure "catches up" with the individual's rate of pay. Employees at the maximum of their pay range may, with the approval of the City Manager and as provided for in the budget, be eligible for lump sum payments that are not included in the base pay of the employee. The pay described above is nonrecurring, and will not extend beyond the end of the fiscal year in which such pay is authorized, and will be tied to satisfactory job performance.

D. JOB DESCRIPTIONS

The job description provides a general summary of the purpose, essential duties, responsibilities and requirements of a position. It is not intended to be a comprehensive listing of all tasks associated with the position nor an implied contract between the City and the employee. Job descriptions are required for all positions and will define the position as exempt or non-exempt.

The main objectives of the job description are:

1. To serve as a means of communication between the supervisor and the employee to clarify the responsibilities and expectations of the job;
2. To serve as the main resource to determine the salary range;
3. To serve as the basis for the annual performance appraisal;
4. To identify minimum qualifications and applied skills, as well as knowledge and ability for the purpose of recruitment, selection, promotion and training.

Employees are hired on the assumption that each employee will “perform other work related duties as required” that may not be specifically spelled out in their job description.

[New policy on Merit Increases added here]

4.12 MAINTENANCE OF CLASSIFICATION AND PAY PLANS

The Human Resources Department, assisted by the Department Heads, shall have primary responsibility for maintaining the classification and pay plans. All changes in job duties of a position and job classification of a position must be approved by the City Manager.

Department Heads and supervisors have a duty to report substantial changes in the duties and responsibilities of positions under their control, so that classification adjustments may be made.

The City Manager shall recommend to the City Council changes in the pay plan necessary to keep the City policy current, uniform and equitable. Recommended changes in pay policy shall be effective when the budget containing said changes is approved by City Council.

4.13 PROMOTIONS

It is the policy of the City to encourage and provide opportunities for promotion. Each employee is responsible for monitoring vacancies and is encouraged to apply for vacant positions, in which he/she is interested in and for which he/she is qualified. A promotion is defined as the assumption of job duties and responsibilities that are higher in character and scope than the previous job. A promotion occurs when the new job is of a higher salary range than the prior job and is accompanied by a job title change.

When a non-exempt employee is promoted to an exempt employment status, the employee shall have the compensatory time balance cashed out prior to the effective date of the promotion. Payment shall be made at the employee’s rate of pay on the effective date of the cash out.

General guidelines relating to advancement or promotion are as follows:

1. If an employee is promoted, the resulting salary increase shall be at least an amount sufficient to reach the minimum salary range for the new job. If the current rate of pay is more than the maximum rate of pay for the new classification then the pay shall remain the same.
2. Promotions are subject to a six month probationary period. If the employee fails to meet the established performance standards, he/she may return to his/her previous position or a similar position, if a position is available.
3. Part-time employees promoting into a regular full-time position will use the new start date in their full time position as their accrual date for benefits.

4.14 LATERAL TRANSFERS

A lateral transfer is movement from one position to another position within the same pay range. In the event an incumbent is transferred, whether voluntary or involuntary, to a position with the same pay range,

5.13 TUITION REIMBURSEMENT PROGRAM

The Tuition Reimbursement Program is provided for eligible full-time employees to supplement the cost of obtaining degrees that will help them in their current job or in future jobs with the City. The Human Resources Department will administer the program and review all reimbursement applications.

A. ELIGIBILITY

This program shall apply to all regular, full time employees in good standing, who have completed two (2) years of employment with the City, are eligible to apply for tuition reimbursement for courses begun after the two-year anniversary. This policy shall apply to degree related programs only from an accredited (see HR for the list of acceptable accreditations) college, university, or technical school and will cover associate degrees, undergraduate bachelor's degrees and master's degrees. Employees will be limited to one degree per level (i.e. bachelors, masters). The courses and/or degree programs must relate to the employees' current positions, or to career paths with the City that they may be reasonably following in the near future.

B. SCHEDULING

Employees are responsible for scheduling classes that will not conflict with their work schedule. The Department Director has the option of altering the employee's work schedule if special circumstances are warranted. Employees shall not be permitted to attend courses under this educational reimbursement program during work hours unless authorized by the City Manager. Employees attending courses under this educational reimbursement program shall not be compensated for their course work as hours worked.

C. REIMBURSEMENT AMOUNT

The City shall reimburse the employee the cost of the tuition, lab fees, books and other mandatory fees for courses directly related to their degree plan. Reimbursements shall not include miscellaneous expenses such as late fees, travel expenses, out of district fees, parking fees, finance fees, health center fees, athletic fees and deposits, etc. Employees must earn a grade of "C" or better in undergraduate classes and a "B" or better in graduate classes to receive this benefit. It is not the policy of the City to reimburse the cost of tuition and fees for any individual who is receiving or is eligible to receive assistance from such other sources as scholarships, grants and other subsidy programs (e.g. G.I. Bill).

The availability of tuition reimbursement is subject to City Council approved funding levels. The total amount of annual tuition reimbursement (not to exceed \$4,000 in a calendar year) will be established annually, as part of the budget process based upon anticipated participation and available funding. The training needs of the department as a whole will be considered before individual requests for tuition reimbursement are added to the budget.

D. SERVICE REQUIREMENTS/REPAYMENT OBLIGATIONS

Requirements for continued service with the City after course completion are an assurance that the City will benefit from employee participation in the program. If an employee leaves City employment for any reason before a service requirement is completed, the employee must repay to the City all or part of the tuition that was paid to the employee.

A two (2) year service requirement begins on the reimbursement check date. A separate two-year service requirement must be completed for each reimbursement payment made to the employee. If the service requirement is not completed, the debt will be paid in one of the following ways:

1. If the employee has worked less than one year of the service requirement, the employee will

repay to the City the full amount of the reimbursement payment made to the employee.

2. If the employee has worked at least one year, but less than two years, of the service requirement, the employee will repay to the City 50% of the amount of the reimbursement payment, made to the employee.

A service requirement is **not** an assurance of continued employment by the City.

If a termination of employment occurs (voluntary or involuntary) and the employee owes a repayment amount, and the employee does not otherwise repay the amount, the employee agrees to have the repayment amount deducted from the employee's paychecks that are issued after the termination decision occurs.

E. APPLICATION

To begin participation in the Tuition Reimbursement Program, employees must notify their Department Head in writing by submitting a completed application for the program with proper signatures along with a degree plan from the school and tuition dollar estimates in time for the budget preparation workshops (usually in March) for the next fiscal year **(new policy wording added here)**. All paperwork must then be forwarded to the HR department. This must be done each year for all classes to be taken in the next fiscal year.

To be considered for reimbursement, the course must be on the approved degree plan. Upon completion of a class, the employee must fill out a PA-7 listing course(s) taken on the comment line, attach a copy of the tuition receipt and a grade report, obtain the necessary signatures and forward the documents to Human Resources within 45 days of the completion of class. After reviewing the documents they will be forwarded to Accounts Payable for processing. All checks will be available for pick up in the Human Resources Department. The employee must sign a tuition repayment agreement before the check is released. **Requests for reimbursement received more than 45 days after the last day of class, and those without an application on file will not be honored.**

REMINDER: It is the employee's responsibility to complete all steps of the process within the specified deadlines. This includes Department Head approval and the time constraints placed on the Initial Application and on the deadline for submissions of an official grade report. The Human Resources Department will not be responsible for notifying the employee of deadline dates. Any required documentation or forms not submitted within the stipulated time frame will not be reimbursed.

5.14 TRAINING SCHOOLS

The City will pay appropriate costs for mandatory training for certification purposes, or to maintain such certification. The employee's Department Director must approve the training in advance.

5.15 LONGEVITY PAY

This policy applies to City employees employed full-time for a minimum of twelve consecutive months. Employees receive \$5.00 per month for each year of continuous service. Longevity pay shall be in addition to an employee's base salary and shall be paid annually in December. Longevity pay is subject to TMRS and

An employee does not have the right to have a representative present during any interview involved in an investigation of misconduct of the employee or another employee. An employee has the right to have a representative assist or represent the employee at any stage of the disciplinary proceeding that applies to that employee after the employee has been given notice of a proposed disciplinary action.

6.02 GRIEVANCE

A grievance is a claim by an employee that he/she has been unjustly disciplined or has been adversely affected by a personnel decision. A grievance is an informal discussion, with the purpose of giving the grievant an opportunity to present his or her position on the matter. Everyone involved in the chain of command should listen and consider the grievance, but this is not intended to mean, nor shall it have the effect of requiring, that any written notice, any charges, any witnesses, or any response or written reasons for decisions be presented during or after the grievance process by the City.

Grievances may not be filed by probationary or temporary employees.

6.03 AGGRIEVED EMPLOYEES APPEAL BY AGGRIEVED EMPLOYEE

An employee having a grievance relating to employment shall first present the grievance to his or her Department Head, either verbally or in writing. The grievance should be presented within three working days of the date of the occurrence which led to the grievance, or within three working days from the date the employee first had knowledge of the occurrence.

6.04 DUTIES OF SUPERVISOR

The Department Head receiving a grievance has a duty to be attentive to the employee's concerns, to arrive at a full understanding of employee's point of view and to give the employee a clear and specific answer. If the Department Head believes the grievance to be of a substantial nature and not to have been settled to the full satisfaction of the employee, the Department Head shall make an immediate record in writing of the facts and report the grievance to the City Manager.

6.05 APPEAL BY EMPLOYEE

An employee, who after discussing a grievance with the employee's Department Head and not being satisfied with the answer, may appeal the grievance to the City Manager within five working days of the meeting with the Department Head. Any appeal to the latter shall be made in writing. The decision by the City Manager will be final.

6.05 WHAT IS NOT DISCIPLINE

Layoffs, reductions-in-force, expiration of temporary appointments, separations allowed by other sections of this handbook, pay reductions or other measures resulting from economy campaigns, reorganizations or other similar policies are not considered discipline and cannot be appealed under the City's policies and procedures.

SECTION 7 – ACCRUALS AND LEAVE

7.01 VACATION

A. USE OF ACCRUED VACATION LEAVE

In appreciation of continuous service, the City shall provide employees in full-time positions, except as provided by contract, an opportunity for paid vacation leave away from the work environment. The City encourages employees to use vacation leave annually.

Approval of vacation leave shall be based on departmental needs. An employee may not take vacation leave without written approval of the supervisor.

An employee's approved leave shall be charged and used in amounts of not less than one-fourth (quarter) of an hour increments.

B. ELIGIBILITY

All full-time employees shall accrue vacation leave according to the chart below and shall comply with the following vacation leave guidelines:

1. Vacation leave is earned from the most recent date of full-time employment and accrued on a bi-weekly basis following the pay period it is earned.
2. Employees are allowed to use vacation leave after they have completed their six (6) month probationary period. Employees who are on probation will accrue vacation during this six (6) month probationary period however, if the employee's employment is terminated prior to regular employee status, no vacation accrual will be credited.
3. Employees may not substitute vacation leave for disciplinary suspension without pay.
4. If an employee goes on unpaid leave status, vacation leave shall not continue to accrue until the employee returns to work.

C. VACATION ACCRUAL

Vacation is accrued on a bi-weekly basis. The schedule below reflects vacation leave earned per pay period and per year by all employees in full-time positions:

Length of Service	All Employees, excluding Shift Firefighters	Shift Firefighters
4 years of service or less	10 days per year or 3.08 hours per pay period	10 days per year or 4.62 hours per pay period
End of 5 th Year, but less than 12 years of service	15 days per year or 4.62 hours per pay period	15 days per year or 6.93 hours per pay period
End of 12 th Year, but less than 20 years of service	20 days per year or 6.15 hours per pay period	20 days per year or 9.23 hours per pay period
20 th Year and thereafter	20 days per year or 6.15 hours per pay period, plus one additional day for each year of service beginning year 20 (limited to five extra days)	20 days per year or 9.23 hours per pay period, plus 12 hours for each year of service beginning year 20 (limited to 60 extra hours)

To adhere to the application of accrued time in accordance with our previous policy, the change from two to three weeks of vacation will occur at the time of the fifth anniversary by adding a week of accrued time to the two weeks already accrued in the fifth year. The same change will occur at the twelfth anniversary.

D. SCHEDULING VACATION USAGE

The employee's supervisor must approve all vacation leave, giving due consideration to the needs of the department and the ability of the remaining staff to perform the work of the department or division, as well as the preference of the employee. Each employee is requested to give their supervisor the maximum notice possible (generally at least 10 business days in advance), prior to the requested leave dates (s) in accordance with department policy. If an employee, due to some unforeseen emergency, is requested to work during a scheduled vacation, the employee can re-schedule vacation at another time. An employee may not be granted vacation leave in excess of the actual amount accrued. An employee may not request unpaid leave if they have vacation accrued that they are eligible to use.

E. HOLIDAYS WITHIN VACATION PERIODS

If a holiday falls within a scheduled vacation period, the employee shall receive holiday pay, in lieu of vacation pay.

F. REIMBURSEMENT FOR UNUSED VACATION

An employee shall receive reimbursement of unused accrued vacation at the time of separation of employment or retirement if they meet the following requirements:

- Employee must have completed 6 months of employment (or 12 months if the probationary period was extended),
- The employee provides a 2 week notice, and
- The employee has not been terminated.

In the case of the death of the employee, the estate of a deceased employee is entitled to payment for accrued vacation leave acquired by that employee.

G. VACATION CARRY OVER

Accumulated vacation leave in an amount not to exceed one times the employee's annual accrual amount, may be carried forward from year to year, except as provided by contract. Any unused vacation leave accumulated in excess of this amount will be lost, and may not thereafter be exercised by such employee.

7.02 SICK LEAVE

A. ACCRUAL OF SICK LEAVE

All full-time employees, other than shift firefighters, accrue 3.08 hours of sick leave per pay period or 10 days per year, to a maximum of 960 hours. Shift firefighters accrue 4.62 hours of sick leave per pay period or 10 days per year, to a maximum of 960 hours. Part-time and temporary employees are ineligible to earn or receive paid sick leave.

B. USE OF SICK LEAVE

An employee may use sick leave:

- For the employee's non-work related illness or injury that prevents the employee from working.
- To receive medical care from a physician, dentist, or other health care provider.
- Pregnancy and the birth of a child to an employee shall be deemed a bona fide illness for this purpose and no additional sick leave shall be authorized for maternity leave.

[Below statements being removed]:

An employee may use up to 32 hours of accrued sick leave in a calendar year:

- **To care for an employee's sick child (dependent minor child in the home) or spouse or parent.**

NOTE: Leave allowed by the Family Medical Leave Act (FMLA) may apply to the serious injury or illness of you or your family member. Please refer to The Family and Medical Leave Act in Section 7.10 or contact Human Resources.

Using sick leave for purposes other than authorized by this policy is just cause for disciplinary action up to and including termination of employment. The use of sick leave time is not counted as time worked under the FLSA.

C. WORK-RELATED INJURY

Loss of work due to an accident or injury received while at work is not charged against sick time.

D. ACCRUED TIME

Sick leave time begins the first working day of the illness. An employee who has used up their accumulated sick leave must then use their compensatory time, vacation leave, or any other applicable accrued leave benefit, if available. After the employee has exhausted all accumulated time, additional time off is without pay, if approved by the City Manager. Please refer to the Leave of Absence Policy in Section 7.11 for more information.

E. NOTICE REQUIREMENTS

If an employee finds it necessary to be absent due to illness or injury, the employee or employee's representative must notify the immediate supervisor or Department Director on the first day, and each subsequent day thereafter, of the employee's absence before the beginning of the employees scheduled shift or as prescribed by the department. Messages left with non-supervisory personnel will not be accepted. In this regard, the employee must understand and abide by their department's notice requirements.

When the employee returns to work after an absence of three or more days he or she shall be required to provide a doctor's certification that confirms that the employee's absence constituted an appropriate use of sick leave. Department Directors who have reason to believe that sick leave has been abused may request such certification when an employee has been absent for less than three days.

F. ABUSE OF SICK LEAVE

The frequent claiming of sick leave benefits may under certain circumstances, constitute grounds to believe that an employee's physical condition is below that required to perform the essential functions of his or her job. Evidence of malingering or abuse of this benefit will be considered grounds for disciplinary action, up to and including termination.

7.03 SICK LEAVE INCENTIVE PROGRAM

As an incentive to encourage the responsible use of sick leave, the city will pay an employee four 8 hour sick leave days (32 hours) earned in any one calendar year if the employee meets the following requirements:

- The employees must have at least 10 days (80 hours) or 120 hours for shift firefighters accumulated sick leave remaining after the 32 hour deduction.
- The employees must not have taken more than two sick days (as determined by the normal working schedule) during the preceding calendar year.

Those employees eligible to be paid for the four days will be notified by Human Resources, through their Department Director with instructions for authorizing payment. Payment in lieu of sick leave will be made the second pay period in January of each year.

7.04 SICK LEAVE DONATIONS

An employee may experience a catastrophic illness, injury or other medical condition that prevents the employee from working for a period of time, and may cause the employee to use up his/her bank of sick, vacation and compensatory time. Before going onto unpaid leave, the employee may request leave donations from other City employees by filling out a "Request for Leave Donation" form. The City Manager will then decide if it qualifies as a catastrophic illness and if so, approve the request for donations. Other City employees may then donate up to 8 hours of their paid vacation or compensatory time. If the donating employee has been here longer than five years, he/she may also donate from their sick leave bank any of their sick leave credit that would be paid upon their resignation as listed in section 7.02.

Donations will be used on a first in, first out basis. The use of donated time will cease upon the employee's return to full time work and any unused donations will be returned to the donating employees. All donations will be handled through Human Resources only and will be kept completely confidential to avoid problems with employee relations.

7.05 PERSONAL LEAVE

Personal leave is provided at the rate of 16 hours per year for all full-time employees at the beginning of the calendar year. Leave is subject to the attendance and leave approval provisions of this policy and may not be taken during the probationary period. Personal leave does not accrue beyond the calendar year and unused hours will not be paid at the end of the year.

7.06 HOLIDAY LEAVE

A. CITY HOLIDAYS

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A. CITY HOLIDAYS

The City provides full-time employees with paid holiday leave each year. Part-time and temporary/seasonal employees are ineligible for holiday compensation.

Every calendar year the City of Tomball recognizes 10 holidays, although certain employees may be required to report for duty:

- New Year’s Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- One Floating Holiday - given on January 1 of each year and cannot be taken until the probationary period is completed. Must be scheduled and taken during the calendar year and shall not be subject to carry-over or payment if not used.

[New policy language on Floating Holiday added here]

If a holiday falls on a Saturday, the preceding Friday will be observed as a holiday, and if the holiday falls on a Sunday, the following Monday is observed as a holiday.

If a full-time, regular employee is currently at work and/or on an approved leave of absence with pay the day before and the day after a holiday, the employee will receive pay for the holiday.

B. SHIFT FIREFIGHTERS

This section applies to all non-exempt full-time shift Firefighters. The City of Tomball shall maintain compliance with all provisions of the Fair Labor Standards Act as applied to the allocation and use of holidays in the Fire Department.

All full-time shift Firefighters will be paid for 12 hours at the employee’s regular rate of pay for every City holiday, whether or not the Firefighter works on the holiday. All full-time shift Firefighters who work a shift that begins on a City holiday will be paid a rate of one and one-half times their regular hourly rate.

The City has designated the floating holiday as the September 11th Memorial holiday for firefighters only if the firefighter chooses to use the floating holiday for that purpose on this day, and its use does not unduly disrupt the department’s operation. For all other employees, the floating holiday is unchanged.

While firefighters have the same number of holidays as all other City employees, in accordance with H.B. 2113, the Texas legislature has amended Section 142.0013 (c) of the Local Government Code mandating that one of the City’s holidays be designated as September 11th Memorial Holiday for all firefighters. All City employees have the same number of holidays on the same days however; this amendment mandates that the City refers to one of those holidays by a different name for a particular category of employees.

7.07 FUNERAL LEAVE

Employees may be granted up to three days of paid leave per year to attend or arrange the funeral, and settle the affairs of an immediate family member. For the purpose of this policy, "immediate family" shall mean the employee's spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren and grandparents of the employee or employee's spouse.

[New policy language added here]

The City Manager may allow administrative time off to attend the funeral of an employee, an employee's spouse or child, a former employee or well-known community leader, but only to the extent that it does not affect the safe and effective operation of city services.

7.08 EMERGENCY LEAVE

All regular and probationary employees may be granted emergency leave for the period not to exceed three consecutive workdays days per calendar year, in the case of a serious illness or accident of a member of the employee's or employee's spouse family requiring immediate medical attention. Family members include parents, grandparents, brothers, sisters, children, in-laws and spouses. Emergency leave may include visitation of the seriously ill person in an intensive care or hospice setting. Documentations will be required to validate the emergency. Approval of emergency leave will be determined by the Human Resources Department.

7.09 CITIZENSHIP LEAVE

All full-time employees shall be granted leave with pay when it is necessary to be absent in order to fulfill citizenship obligations, in accordance with State Law, Texas Labor Code Sec. 52.051, Fair Labor Standards Act (FLSA), and Jury System Improvement Act of 1978. Part-time, temporary, and seasonal employees shall be granted leave without pay in order to fulfill citizenship obligations.

Employees are required to give advance notice of an absence for citizenship obligations. Employees that must be absent from work to fulfill citizenship obligations are required to notify their supervisor at least (3) days prior to the leave or at the earliest opportunity. The employee must provide a copy of the court order or jury summons.

A. JURY DUTY

The City shall grant jury duty leave for an employee summoned to serve on any grand, petit, or municipal court jury. The City shall not dismiss an employee from employment because of the nature or length of the employee's jury service. When an employee is on jury leave, he or she shall continue to receive his or her regular rate of pay in addition to any per diem received by the employee from the state or the court for jury service. Pay shall not exceed the number of hours in the employee's regular workweek. The time spent on jury duty that coincides with the employee's regular work time is counted as straight time for overtime calculation purposes.

7.13 ADMINISTRATIVE LEAVE

Under justifiable circumstances a Director may, with the approval of the City Manager, place an employee on administrative leave with or without pay. Such circumstances may be, but are not limited to, completion of pending criminal or administrative investigations.

7.14 INCLEMENT WEATHER

The City is responsible for providing Police, Fire, water, sewer, and other services to the citizens of the City with or without inclement weather conditions. Given these responsibilities, it is the City's policy to be open for business under all types of weather conditions.

All employees shall be required to work on their normally scheduled work days regardless of inclement weather conditions unless instructed otherwise by their Supervisor.

Supervisors are responsible for ensuring that their operations are adequately staffed during periods of inclement weather. Employees who miss work or expect to be late for work due to inclement weather conditions must personally notify their Supervisor immediately. Failure to properly notify their Supervisor may result in disciplinary action, up to and including termination.

Employees who miss work due to inclement weather may use accrued vacation or compensatory time to compensate for the lost time. Employees with no vacation or compensatory time accrued shall not be reimbursed for the lost time.

[New policy language added here]

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 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
- Sec. 551.072 – Deliberations regarding Real Property

Background:

Origination: David Esquivel, City Manager

Recommendation:

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

David Esquivel, City Manager