

NOTICE OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**Tuesday, January 02, 2024
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Tuesday, January 02, 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: 847 7025 8676 Passcode: 675327.** The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

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

[L](#) Upcoming Events:

January 11, 2024 – Mayor’s Kaffeeklatsch

January 13, 2024 – Tomball Fire Station IV Grand Opening 10:00 am – 1:00 pm

January 17, 2024 – First day to apply for place on ballot for the May 4, 2024, General Election

January 27, 2024 – Chairman's Ball at the Tomball VFW 6:30 om – 10:30 pm

F. Old Business

1. Adopt, on Second Reading, Ordinance No. 2023-54, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.24 acres of land legally described as being Lot 1, Block 1 of Elim from Single Family Residential – 6 (SF-6) to Old Town & Mixed Use (OT & MU). The property is located within the 300 block (north side) of Mechanic Street, within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

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

1. Approve the Minutes of the December 18, 2023, Regular City Council meeting.
2. Approve Resolution No. 2024-01, a Resolution of the City Council of the City of Tomball, Texas, Designating The Potpourri, Tomball Edition (Houston Community Newspapers/Houston Chronicle) as the Official Newspaper for 2024 for Publication of Matters Pertaining to the City of Tomball
3. Approve request from Tomball High School Athletic Booster Club for City Support and In-Kind Services for the 4th Annual Tomball Athletic Booster Club Crawfish Boil at Juergens Park, on Saturday, April 6, 2024 from 4:00 – 8:00 p.m. The estimated In-Kind Services is \$1,250.
4. Approve an agreement with Wells Fargo Bank, N.A. for Depository Services (RFP No. 2023-16) for an initial two (2) year term from April 1, 2024 to April 1, 2026 with three (3) optional one-year extensions and authorize the City Manager to execute any and all documents related to the agreement.

5. Approve the expenditure of \$117,858.30 for Incode software hosting and support from Tyler Technologies, Inc. and authorize the City Manager to execute any and all documents related to the expenditure. This expenditure is included in the FY 2023-2024 Budget.

H. New Business

1. Approve the acceptance of a grant from the Tomball Regional Health Foundation to the City of Tomball Fire Department in the amount of \$10,200.00 for the purchase of Cyano-Kits.

I. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 27th day of December 2023 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia, TRMC, CMC, CPM
City Secretary

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 2, 2024

Topic:

- **Upcoming Events:**
January 11, 2024 – Mayor’s Kaffeeklatsch
January 13, 2024 – Tomball Fire Station IV Grand Opening 10:00 am – 1:00 pm
January 17, 2024 – First day to apply for place on ballot for the May 4, 2024, General Election
January 27, 2024 – Chairman’s Ball at the Tomball VFW 6:30 om – 10:30 pm

Background:

Origination:

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 # _____

City Council Agenda Item Data Sheet

Meeting Date: January 2, 2024

Topic:

Adopt, on Second Reading, Ordinance No. 2023-54, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.24 acres of land legally described as being Lot 1, Block 1 of Elim from Single Family Residential – 6 (SF-6) to Old Town & Mixed Use (OT & MU). The property is located within the 300 block (north side) of Mechanic Street, within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

Public Hearing and First Reading was held and adopted during the 12/18/2023 Regular City Council Meeting.

Origination: William G. Hightower

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

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

ORDINANCE NO. 2023-54

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 0.24 ACRES OF LAND LEGALLY DESCRIBED AS BEING LOT 1, BLOCK 1 OF ELIM FROM SINGLE FAMILY RESIDENTIAL – 6 (SF-6) TO OLD TOWN & MIXED USE (OT & MU). THE PROPERTY IS LOCATED WITHIN THE 300 BLOCK (NORTH SIDE) OF MECHANIC 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.

Whereas, William G. Hightower has requested changing the zoning district classification of approximately 0.24 acres of land being Lot 1, Block 1 of Elim from Single Family Residential - 6 (SF-6) to Old Town & Mixed Use (OT & MU). The property is located within the 300 block (north side) of Mechanic Street, within the City of Tomball, Harris County, Texas; 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 this Ordinance or the application of the same to any person or circumstance shall for any reason be found to be invalid, the same shall not be void, but the provisions of this Ordinance shall remain in full force and effect as to all other provisions and applications.

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

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined 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 THE 18th DAY OF DECEMBER 2023.

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

SECOND READING:

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

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

LORI KLEIN QUINN, Mayor

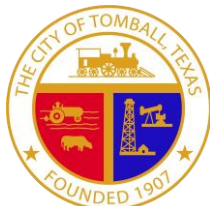
ATTEST:

TRACYLYNN GARCIA, City Secretary

Exhibit "A"



Location: 300 Block (north side) of Mechanic Street. Being Lot 1, Block 1 of Elim



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z23-19

11/29/23

The Planning & Zoning Commission will hold a public hearing on **December 11, 2023 at 6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by William G. Hightower to amend Chapter 50 (*Zoning*) of the Tomball Code of Ordinances, by rezoning approximately 0.24 acres of land legally described as being Lot 1, Block 1 of Elim from Single Family Residential – 6 (SF-6) to Old Town & Mixed Use (OT & MU). The property is located within the 300 block (north side) of Mechanic Street, within the City of Tomball, Harris County, Texas.

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

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **rezoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **December 18, 2023 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

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

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

CASE #: Z23-19

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

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

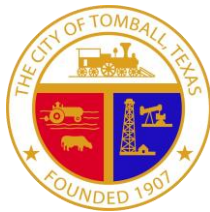
Name:
Parcel I.D.:
Address:

Email: jasmith@tomballtx.gov

I am in favor ☐
Additional Comments:

I am opposed ☐

Signature: _____



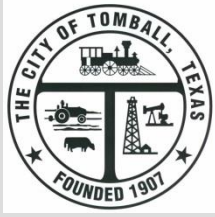
City of Tomball
Community Development Department

Z23-19



Notification Area





Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: December 11, 2023
City Council Public Hearing Date: December 18, 2023

Rezoning Case: Z23-19
Property Owner(s): William G. Hightower
Applicant(s): William G. Hightower
Legal Description: Lot 1, Block 1 of Elim
Location: 300 block (north side) of Mechanic St. (Exhibit “A”)
Area: 0.24 acres
Comp Plan Designation: Old Town (Exhibit “B”)
Present Zoning: Single-Family Residential -6 (Exhibit “C”)
Request: Rezone from the Single-Family Residential – 6 (SF-6) to the Old Town & Mixed Use (OT&MU) district

Adjacent Zoning & Land Uses:

North: Old Town & Mixed Use (OT&MU)/ Vacant
South: Single-Family Residential – 6 (SF-6)/ Single Family residence(s)
West: Single-Family Residential – 6 (SF-6) / Single-family residence
East: Single-Family Residential – 6 (SF-6) / Vacant

BACKGROUND

The subject property has been within the City Limits of Tomball since at least 1907. There is an accessory storage building which appears to have been placed on the subject property in 2020. Aside from this accessory building, the lot is currently vacant. According to the information provided by the applicants this request to rezone the subject property to Old Town & Mixed Use is to allow the use of the property for a small commercial business.

ANALYSIS

Description: The subject property comprises about 0.24 acres, located in the 300 block (north side) of Mechanic Street. This parcel of land is within the Single Family Residential – 6 (SF-6) zoning district and has been within this zoning designation since the City of Tomball adopted zoning in 2008. Immediately north of the subject property is vacant land within Old Town & Mixed Use (OT&MU). Properties to the east, west, and south are within the Single Family Residential – 6 (SF-6) zoning districts. The properties west and south of the subject property are occupied by single family residences, while the property to the east is vacant.

Comprehensive Plan Recommendation: The property is designated as “Old Town” by the Comprehensive Plans Future Land Use Map. This Old Town category is intended to be “highly walkable and promote a distinct sense of place”.

According to the Comprehensive Plan, “land uses should consist of a mix of residential, office, retail, entertainment, restaurants, and public facilities. Secondary uses include bed and breakfast lodging, live-work buildings, places of assembly or even venues and home professions”.

The Comprehensive Plan recommends the zoning district of – OT & MU (Old Town and Mixed Use) for the Old Town land use category.

According to Section 50-79 (*Old Town and Mixed-Use District*), the nature of the Old Town & Mixed-Use District “is a mixture of retail, commercial and other non-residential uses, along with single-family homes and multiple-family uses. The city’s comprehensive plan endorses the continuation of the mixture of uses in these areas”. Additionally, Old Town & Mixed-Use zoning “is intended to provide a zoning mechanism for a variety of uses in the original town site and those areas that have a diverse mixture of uses”.

Staff Review Comments:

The request to rezone to Old Town & Mixed-Use (OT & MU) is in accordance with the Future Land Use Map which identifies the subject property as being within the “Old Town” Future Land Use Category. Rezoning the property as requested would achieve the goals and objectives outlined in the Comprehensive Plan. This is particularly true regarding growth and capacity by encouraging infill and redevelopment, while utilizing existing infrastructure within Old Town Tomball. Additionally, this zone change request will promote the goal of encouraging development with a mixture of uses in a walkable environment. According to the Comprehensive Plan “locating community facilities, services, and limited commercial services within and near existing neighborhoods has the potential to create mutually beneficial synergies and higher quality of life”. This request also serves to achieve the community livability goal of encouraging the expansion of Old Town so that it continues to grow as the city grows.

The existing land uses within the immediate vicinity are comprised of a mixture of commercial and residential land uses. The request to rezone the subject property to Old Town & Mixed Use will continue to support the comprehensive plan’s objective of encouraging developments with this mixture of land uses within Old Town Tomball. The commercial uses which may be promoted by the rezoning of this property will not appear out of character with the surrounding area as there are existing commercial uses within the immediate vicinity to include properties along S. Chestnut Street, approximately 200-feet east of the subject property within Old Town & Mixed Use (OT&MU) zoning and the existing Live Oak Business Park, approximately 100-feet west of the subject property within Light Industrial (LI) zoning.

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 November 29, 2023. 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 Z23-19.

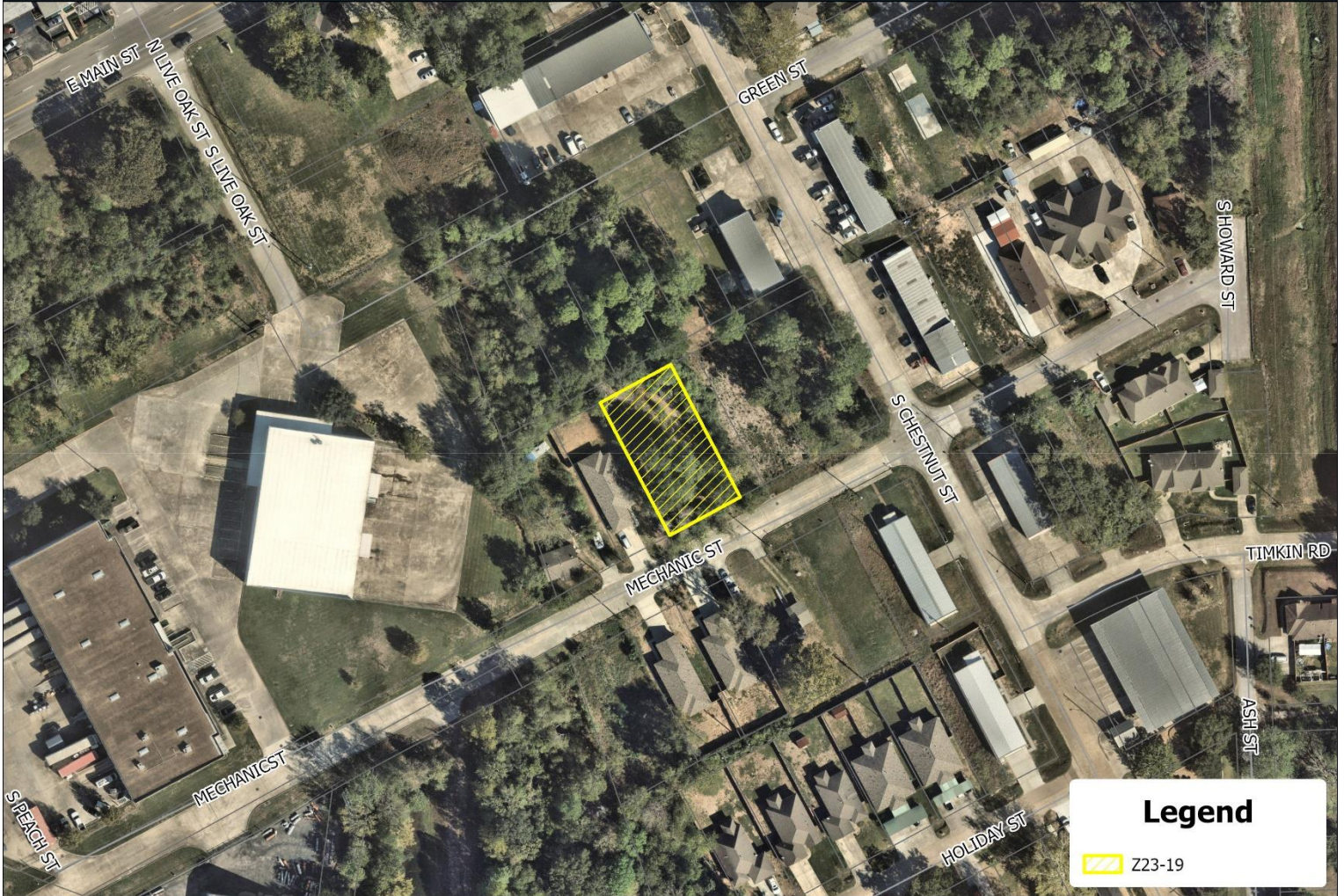
EXHIBITS

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

Exhibit "A"
Aerial Location Map



Location



Legend

 Z23-19

Exhibit "B"
Future Land Use Plan



Future Land Use

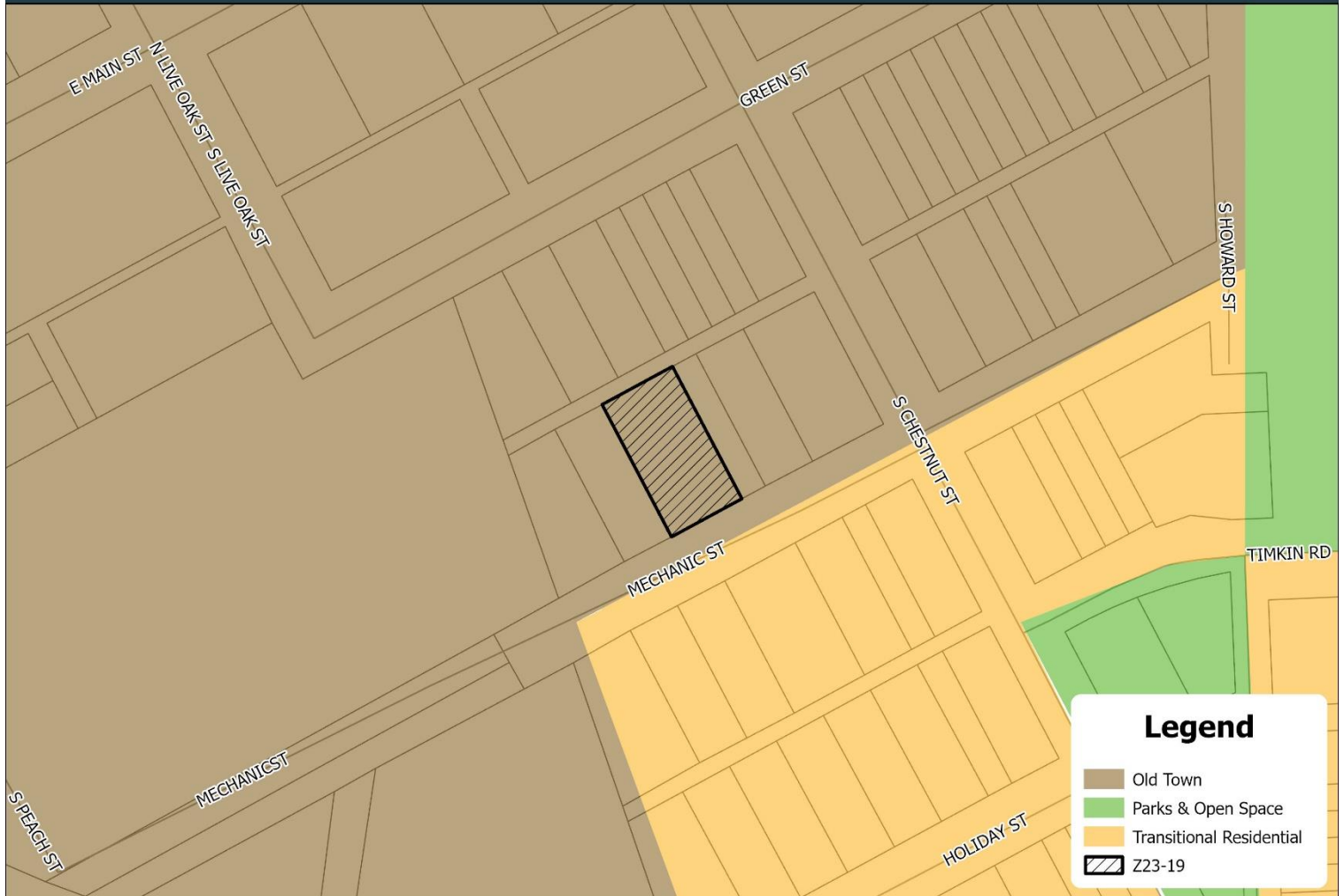
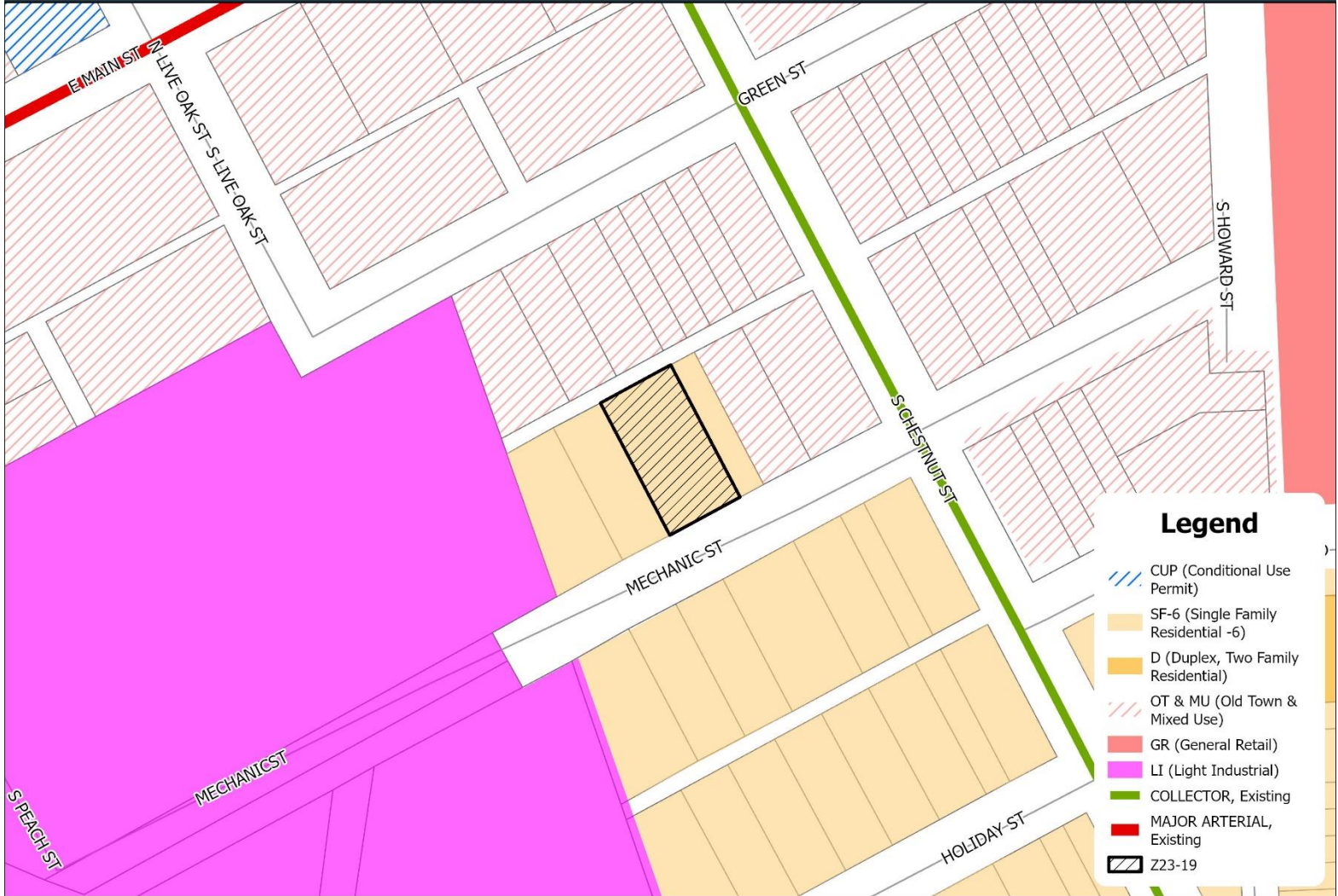


Exhibit "C"
Zoning Map



Zoning



**Exhibit “D”
Site Photo(s)**

Subject Site



Neighbor (West)



Neighbor (East)



Neighbor (North)

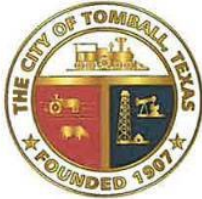


Neighbor (South)



Exhibit "E"
Rezoning Application

Revised: 10/1/2022



APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

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

There is a \$1,000.00 application fee that must be paid at time of submission or the application will not be processed.

DIGITAL PLAN SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING
THE WEBSITE BELOW:

WEBSITE: tomballtx.gov/securesend
USERNAME: **tombalcedd**
PASSWORD: **Tomball1**

Applicant

Name: William G. HIGHTOWER Title: OWNER
Mailing Address: 6015 THEALL RD. City: HOUSTON State: TEXAS
Zip: 77066 Contact: BILL HIGHTOWER
Phone: (832) 423-0513 Email: bill@hightowerelectricltd.com

Owner

Name: SAME AS ABOVE Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____ Contact: _____
Phone: (____) _____ Email: _____

Engineer/Surveyor (if applicable)

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

Description of Proposed Project: Small Commercial Building

Physical Location of Property: 315 MECHANIC RD. @ CHESTNUT
[General Location -- approximate distance to nearest existing street corner]

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

Current Zoning District: Single Family 6 District

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

Current Use of Property: VACANT
Proposed Zoning District: OLD TOWN MIXED USE
Proposed Use of Property: SMALL COMMERCIAL BUSINESS
HCAD Identification Number: 0352730700020 Acreage: .25

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 [Signature] 10/16/2023
Signature of Applicant Date

X [Signature] 10/16/2023
Signature of Owner Date

*William G. Hightower
6115 Theall Road
Houston, Texas 77066*

October 16, 2023

City of Tomball
Planning & Zoning Commission
501 James Street
Tomball, TX 77375

Reference: 315 Mechanic Street

I would like to request a zoning change for 315 Mechanic Street from SF-6 - Single Family 6 District to OT & MU – Old Town & Mixed-Use District. I am requesting this change to allow for construction of a small commercial building for future use.

Thank you for your consideration.

Sincerely,

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

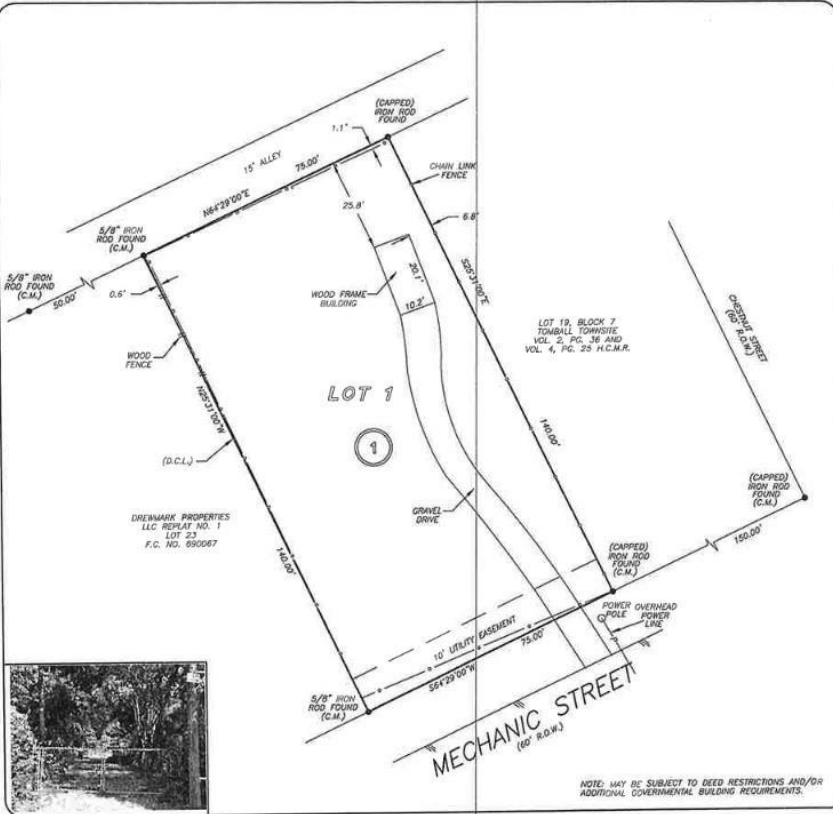
William G. Hightower

GF NO. 23004868 OLD REPUBLIC TITLE
ADDRESS: 315 MECHANIC ROAD
TOMBALL, TEXAS 77375
BORROWER: WILLIAM G. HIGHTOWER

HCA# 0352730700030

LOT 1, BLOCK 1 ELIM

A SUBDIVISION IN HARRIS COUNTY, TEXAS
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED
IN FILM CODE NO. 702609 OF THE MAP RECORDS
OF HARRIS COUNTY, TEXAS



THIS PROPERTY DOES NOT LIE WITHIN THE
100 YEAR FLOOD PLAIN AS PER FIRM
PANEL NO. 48010-0225-1
MAP REVISION: 05/18/07
ZONE: X
BASED ONLY ON VISUAL EXAMINATION OF MAPS.
INCURACIES OF FEMA MAPS PREVENT EXACT
DETERMINATION WITHOUT DETAILED FIELD STUDY

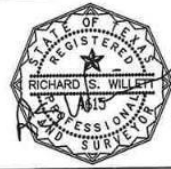
A SUBSURFACE INVESTIGATION
WAS BEYOND THE SCOPE OF THIS SURVEY

D.C.L. = DIRECTIONAL CONTROL LINE
RECORD BEARING: FILM CODE NO. 702609, H.C.M.R.

DRAWN BY: VT/MM

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE
ON THE GROUND, THAT THIS PLAT CORRECTLY
REPRESENTS THE FACTS FOUND AT THE
TIME OF SURVEY AND THAT THERE ARE NO
ENCROACHMENTS APPARENT ON THE GROUND.
EXCEPT AS SHOWN HEREON, THIS SURVEY IS
CERTIFIED FOR THIS TRANSACTION ONLY AND
ABSTRACTING PROVIDED IN THE ABOVE
REFERENCES TITLE COMMITMENT WAS RELIED
UPON IN PREPARATION OF THIS SURVEY.

RICHARD S. WILLET
PROFESSIONAL LAND SURVEYOR
NO. 4615
JOB NO. 23-06674
AUGUST 24, 2023



PRECISION
surveyors

1-800-LANDSURVEY
www.precisionsurveyors.com
281-495-1586 FAX 281-496-1867 210-829-4941 FAX 210-829-1555
950 THREADEWELL STREET SUITE 150 HOUSTON, TEXAS 77059 1777 NE LOOP 410 SUITE 600 SAN ANTONIO, TEXAS 78217
FORM NO. 1006.3700

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
DECEMBER 11, 2023
&
CITY COUNCIL
DECEMBER 18, 2023**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, December 11, 2023 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, December 18, 2023 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 Z23-19: Request by William G. Hightower to amend Chapter 50 (*Zoning*) of the Tomball Code of Ordinances, by rezoning approximately 0.24 acres of land legally described as being Lot 1, Block 1 of Elim from Single Family Residential – 6 (SF-6) to Old Town & Mixed Use (OT & MU). The property is located within the 300 block (north side) of Mechanic Street, within the City of Tomball, Harris County, Texas.

Ordinance Amendment OAM23-03: Request by the City of Tomball to amend Chapter 50 – Article III (*District Regulations*) adding Section 50-75.1 – Neighborhood Retail District (NR) zoning classification and subsequent district standards. Modifying Section 50-82 (*Use regulations (charts)*). Modifying Section 50-112 (*Off Street Parking and Loading Requirements*) adding parking regulations within the Neighborhood Retail District. Modifying Section 50-113 (*Landscape Requirements*) specifying parking lot screening requirements. Modifying Section 50-115 (*Screening, Buffering and Fencing Requirements*) replacing subsection (b)(1) (*Screening of Non-Residential, Multifamily, and manufactured (mobile) home parks*) with new land use buffering standards.

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 City Planner, Jared Smith, at (281) 290-1491 or at jasmith@tomballtx.gov.

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 8th day of December 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith

Jared Smith
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) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.

City Council Meeting Agenda Item Data Sheet

Meeting Date: January 2, 2024

Topic:

Approve the Minutes of the December 18, 2023, Regular City Council meeting.

Background:

Origination: City Staff

Recommendation:

Approve Minutes

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

FUNDING (IF APPLICABLE)

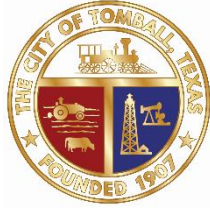
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

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

MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**Monday, December 18, 2023
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for December 18, 2023, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone conference.

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

PRESENT

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

OTHERS PRESENT:

City Manager – David Esquivel
Assistant City Manager – Jessica Rogers
City Attorney – Loren Smith
City Secretary – Tracylynn Garcia
Assistant City Secretary- Sasha Luna
Director of Marketing & Tourism – Chrislord Templonuevo
Police Chief – Jeff Bert
Public Works Director – Drew Huffman
Director of Community Development – Craig Meyers
Finance Director – Katherine Tapscott
Fire Chief – Joe Sykora
Project Coordinator – Meagan Mageo
IT Sr. Specialist – Ben Lato
Community Center Manager – Rosalie Dillon

- B. Invocation Led by Pastor Terry Clemmon – The Church of God of the Union Assembly, Inc.
- C. Pledges to U.S. and Texas Flags by Councilman Ford

- 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.]*

Craig Bogner
31226 Antonio Ln. - Tomball German Christmas Market
Tomball, 77375

- E. Presentations

1. Proclamation - **“Greater Tomball Area Chamber of Commerce Day”**

- F. Reports and Announcements

1. Announcements

- I. Upcoming Events:

December 20 – Polar Express Sunset Market 4:00 p.m. – 7:00 p.m.
@ Information Center Parking Lot

January 13, 2024 – Tomball Fire Station IV Grand Opening 10:00
am – 1:00 pm

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

- I. Katherine Tapscott – Quarterly Financial Update for Period Ending September 30, 2023.

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

1. Adopt, on Second Reading, Ordinance 2023-52, an Ordinance of the City of Tomball, Texas, extending the city limits of said City to include all of the territory within certain limits and boundaries and annexing to the City of Tomball all of the territory within such limits and boundaries; approving a service plan for all of the area within such limits and boundaries; containing other provisions relating to the subject; and providing a savings and severability clause (*being a tract or parcel,*

containing 12.114 acres (527,706 square feet) of land situated in the Elizabeth Smith Survey, Abstract Number 70 and in the C.M. Pilot Survey, Abstract 632, Harris County, Texas [11701 Holderrieth Rd, HCAD 0410260020004]

2. Adopt, on Second Reading, Ordinance No. 2023-49, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 12.11 acres of land legally described as being a portion of the Elizabeth Smith Survey, Abstract No. 70 and the C.N. Pilot Survey, Abstract 632 from Agricultural (AG) to Light Industrial (LI). The property is located at 11701 Holderrieth Road, within Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; 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.
3. Approve, on Second Reading, Resolution No. 2023-46-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and The Garza Agency to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 28427 SH 249, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.
4. Approve, on Second Reading, Resolution No. 2023-50-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 T & R Harmon, LLC DBA Craving Kernels to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 702 South Persimmon Street, Unit 3A, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$8,820.00.
5. Approve, on Second Reading, Resolution No. 2023-53-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 Headquarters TOO, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the development and construction of a 15,500 square foot commercial facility to be located at 1417 Graham Drive, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$102,459.00.

6. Approve, on Second Reading, Resolution No. 2023-54-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 First Community Credit Union to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the development and construction of a Banking and Financial Services office building to be located at 26902 TX-249 in the City of Tomball, Texas. The estimated amount of expenditures for such Project is an amount not to exceed \$64,721.00.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll to approve Old Business Consent Agenda.

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

Motion carried unanimously.

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

1. Approve the Minutes of the December 4, 2023, Regular City Council meeting.
2. Approve an agreement with Bull-G Construction, LLC for Project Number 2023-10015, Rudolph Road water line extension for the City of Tomball, for a not-to-exceed amount of \$333,198 (Bid No. 2024-02), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2023-2024 capital budget.
3. Approve an agreement with Bull-G Construction, LLC. for Project Number 2017-10012, Rudolph Road sanitary sewer extension for the City of Tomball, for a not-to-exceed amount of \$217,885 (Bid No. 2024-03), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2023-2024 capital budget.
4. Approve an agreement with MC Sandblasting and Painting, Inc. for Project Number 2023-10004, Pine Street elevated storage tank rehabilitation for the City of Tomball, for a not-to-exceed amount of \$229,400 (Bid No. 2024-05), approve

the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2023-2024 Capital Improvement Program budget.

Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Parr to approve New Business Consent Agenda.

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

Motion carried unanimously.

I. New Business

1. Consideration, discussion, and possible action regarding January 2, 2023, Regular City Council

No action taken

2. Approve Request from Tomball Rotary Club for City Support and In-Kind Services for the Tomball Rotary Club Fish Fry at Juergens Park, on Friday, April 12, 2024, from 4:00-8:00 p.m.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll.

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

Motion carried unanimously.

3. Consideration to Approve **Zoning Case Z23-19**: Request by William G. Hightower to amend Chapter 50 (*Zoning*) of the Tomball Code of Ordinances, by rezoning approximately 0.24 acres of land legally described as being Lot 1, Block 1 of Elim from Single Family Residential – 6 (SF-6) to Old Town & Mixed Use (OT & MU). The property is located within the 300 block (north side) of Mechanic Street, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case Z23-19**

- Mayor Klein-Quinn called the PH to order at 6:35 pm.
- Hearing no comments Mayor Klein-Quinn closed PH at 6:36 pm.

Adopt, on First Reading, Ordinance No. 2023-54, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.24 acres of land legally described as being Lot 1, Block 1 of Elim from Single Family Residential – 6 (SF-6) to Old Town & Mixed Use (OT & MU). The property is located within the 300 block (north side) of Mechanic Street, within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford to read, by caption, Ordinance No. 2023-54.

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

Motion carried unanimously.

Bill Hightower - Applicant

Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford to approve, on First Reading, Ordinance No. 2023-54

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

Voting Nay: Council 2 Stoll

Motion carried 4 votes Yea, one vote Nay.

4. Approve a Professional Services Agreement with Freese & Nichols, Inc. for the design of the expansion for the South Wastewater Treatment Plant, Project Number 2023-10003, for a not-to-exceed amount of \$4,933,000, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This amount is included in the fiscal year 2023-2024 budget as a Capital Improvement Project.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll. Townsend, Sr., Council 5 Parr

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

Motion carried unanimously.

5. Approve a Professional Services Agreement with PLW Waterworks, LLC to provide design phase services for the South Wastewater Treatment Plant expansion, Project Number 2023-10003, for a not-to-exceed amount of \$595,699, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This amount is included in the Fiscal Year 2023-2024 budget as a Capital Improvement Project.

Matt Cartwright - Freese & Nichols, Inc.

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

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

Motion carried unanimously.

6. Resolution No. 2023-56, a Resolution of the City Council of the City of Tomball, Texas, calling for a public hearing on January 15, 2024, for the creation of Tomball Public Improvement District No. 15 (Graylou Grove) and being located within the City of Tomball.

Shawn Speer - FLS Development, LLC

Jeremy Liardon - Harrisburg Homes

Kyle Friedman - FLS Development, LLC

Patrick Rummel - Gunda Corporation

Motion made by Council 2 Stoll, Seconded by Council 1 Ford to approve Resolution No. 2023-56.

Voting Yea: Council 1 Ford, Council 4 Townsend, Sr., Council 5 Parr

Voting Nay: Council 2 Stoll, Council 3 Dunagin

Motion carried 3 votes Yea, 2 votes Nay.

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

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

Sec. 551.072 – Deliberations regarding Real Property

Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee-IT Director

Executive Session started: 8:00 PM

Executive Session ended: 8:45 PM

J. Adjournment

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

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

Motion carried unanimously.

PASSED AND APPROVED this 2nd day of January 2024.

Tracylynn Garcia
City Secretary, TRMC, CMC, CPM

Lori Klein Quinn
Mayor

Quarterly Financial Update

Fiscal Year 2022-2023
Year Ending September 30, 2023



FY 2022-2023 Highlights

Sales Tax

- Compared to prior year, sales tax increased by \$568k or 3.5%
- Compared to budget, sales tax increased by \$327k or 2.0%

Property Tax

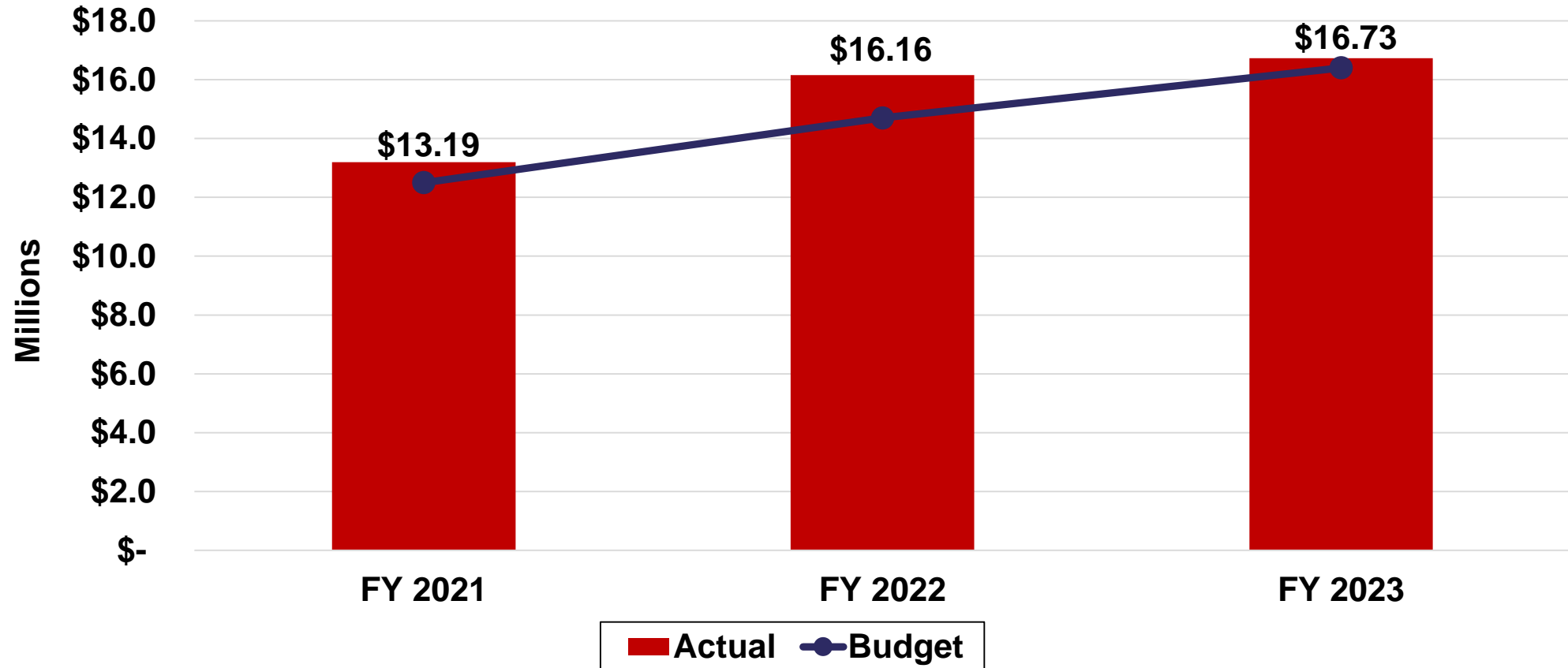
- Collected 99.7% of current year budgeted property tax
- Total current year collections increased by \$16k compared to last year

Expenditures

- General Fund expenditures were \$1.4M or 4.5% below budget
- Enterprise Fund expenditures were \$950k or 5.9% below budget



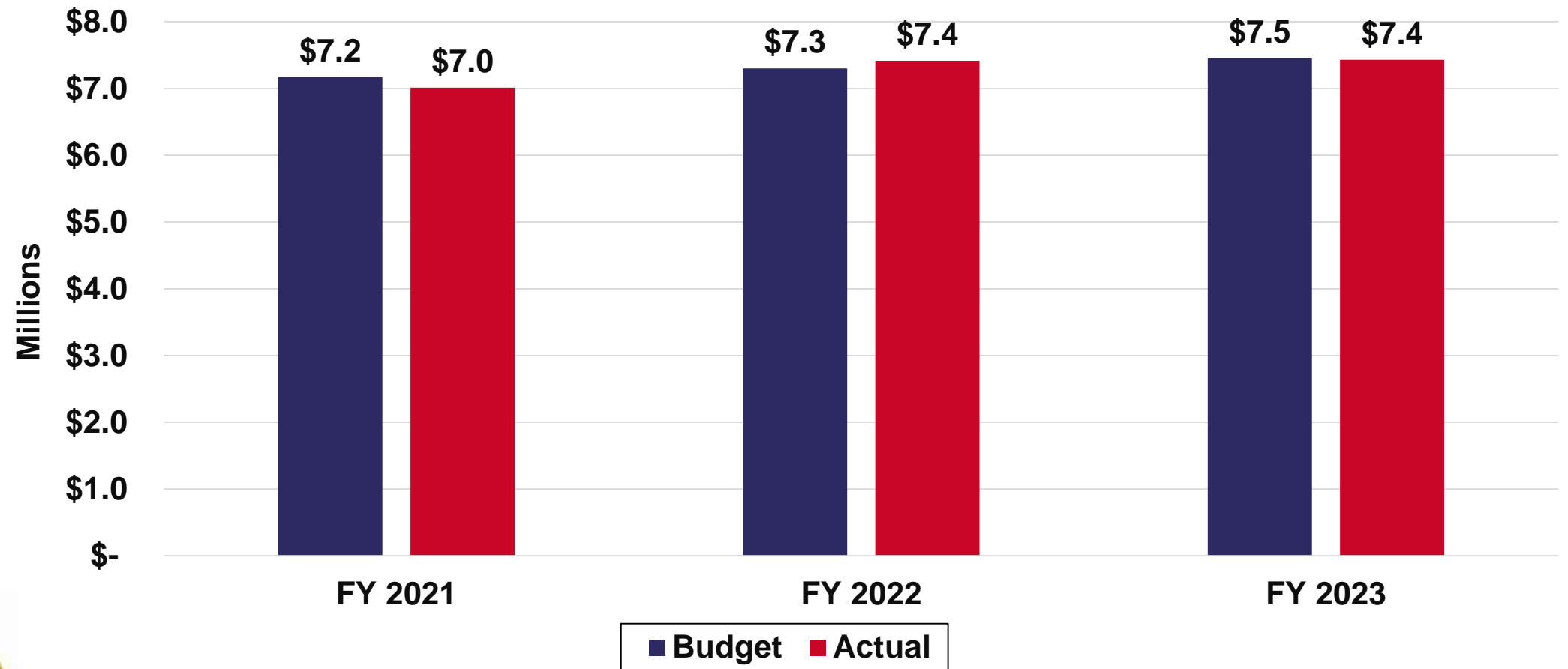
Sales Tax Collections



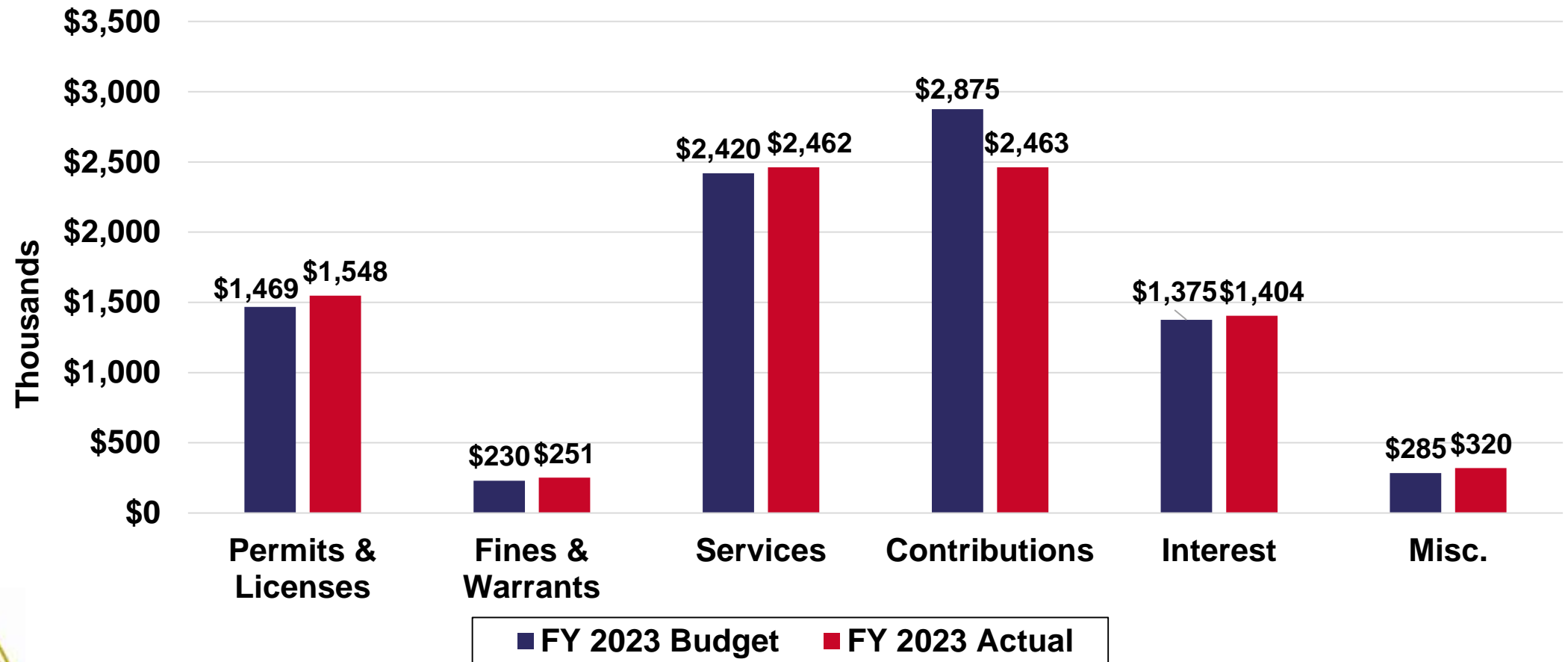
Note: Represents City's portion of sales tax collections



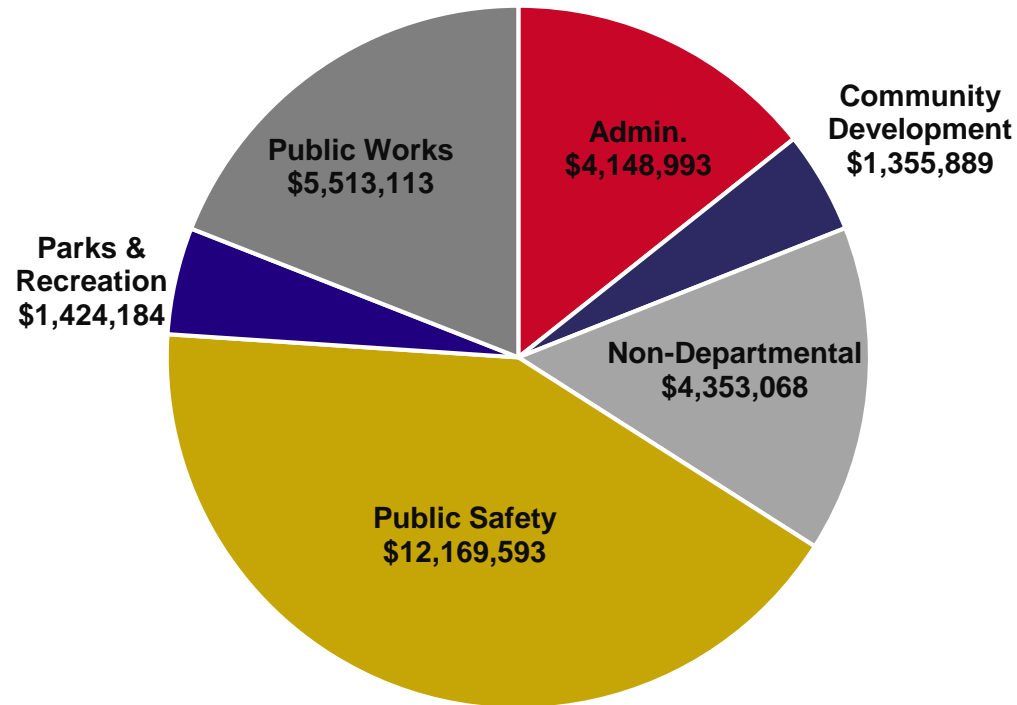
Property Tax Collections



General Fund Other Revenue



General Fund Expenditures



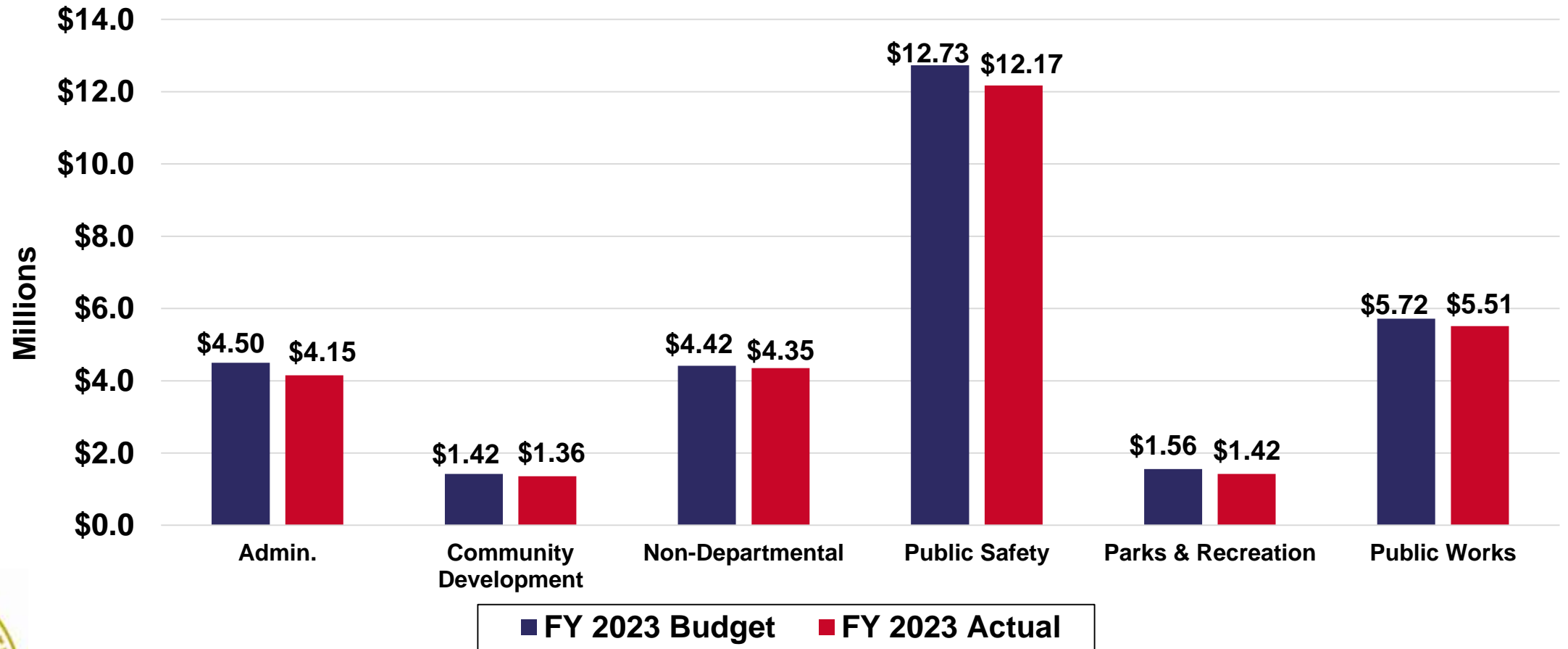
FY 2022-2023 Actuals: \$28,964,840

FY 2022-2023 Budget: \$30,341,086

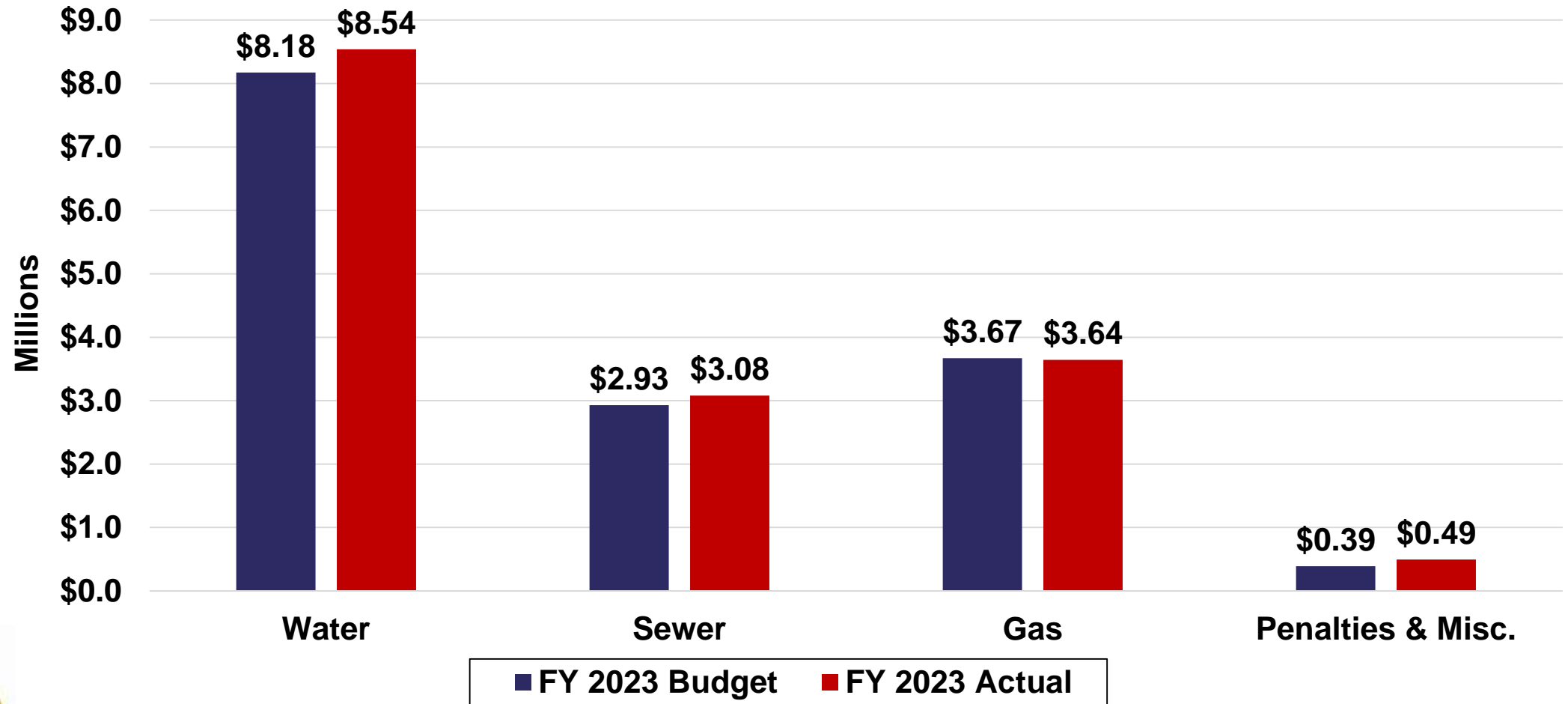
95.5% of the budgeted General Fund expenditures were expended



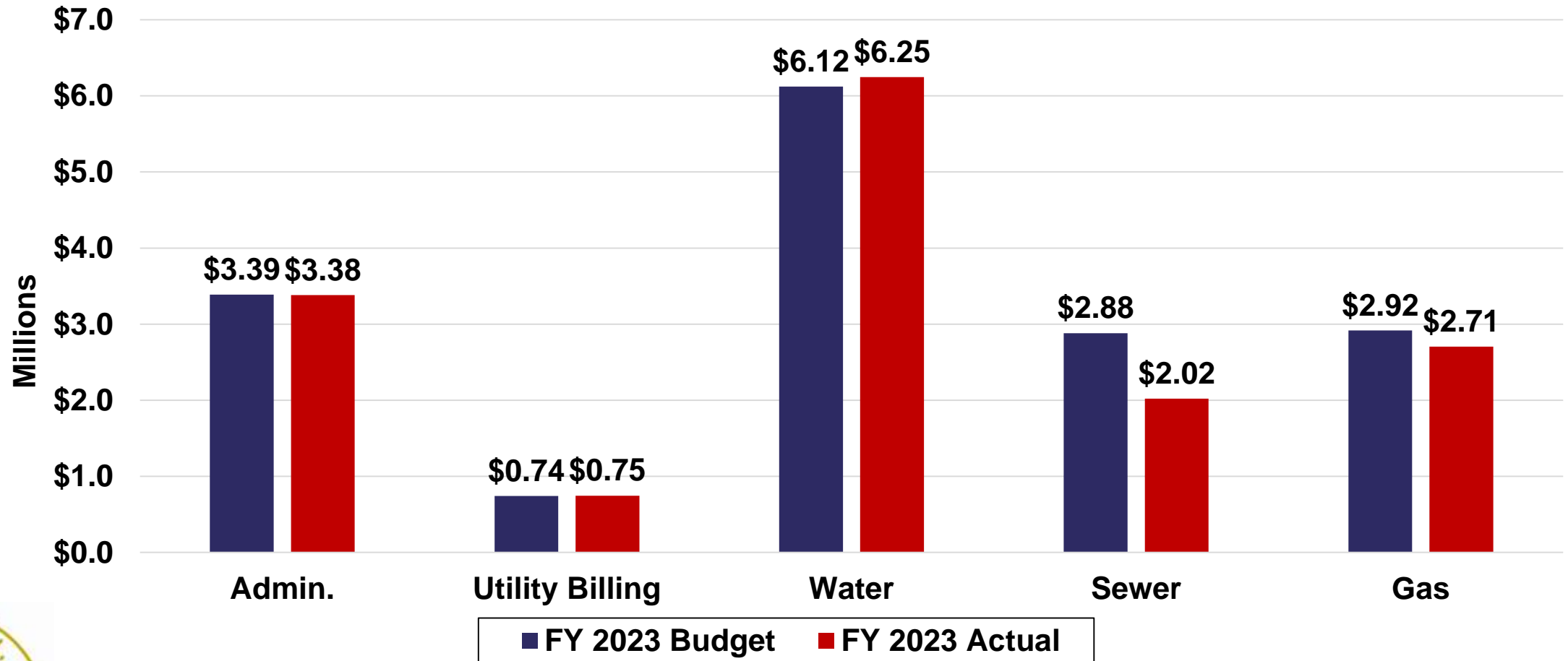
General Fund Expenditures



Enterprise Fund Revenue

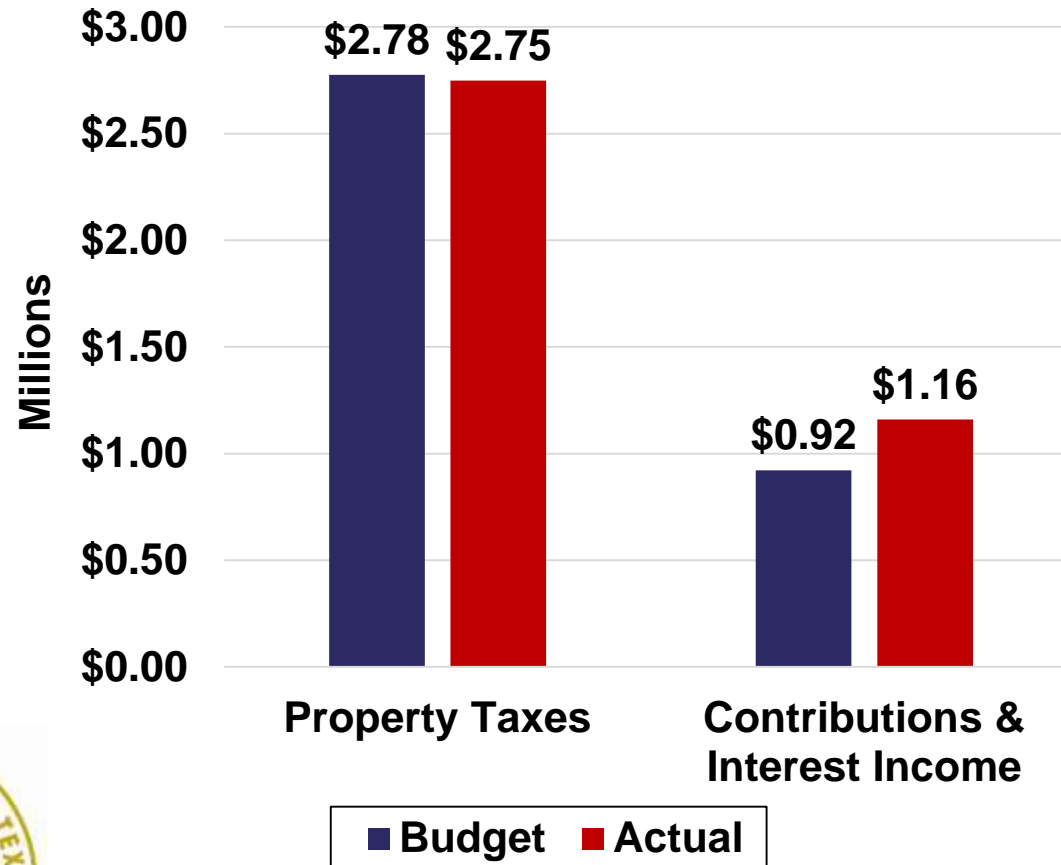


Enterprise Fund Expenditures

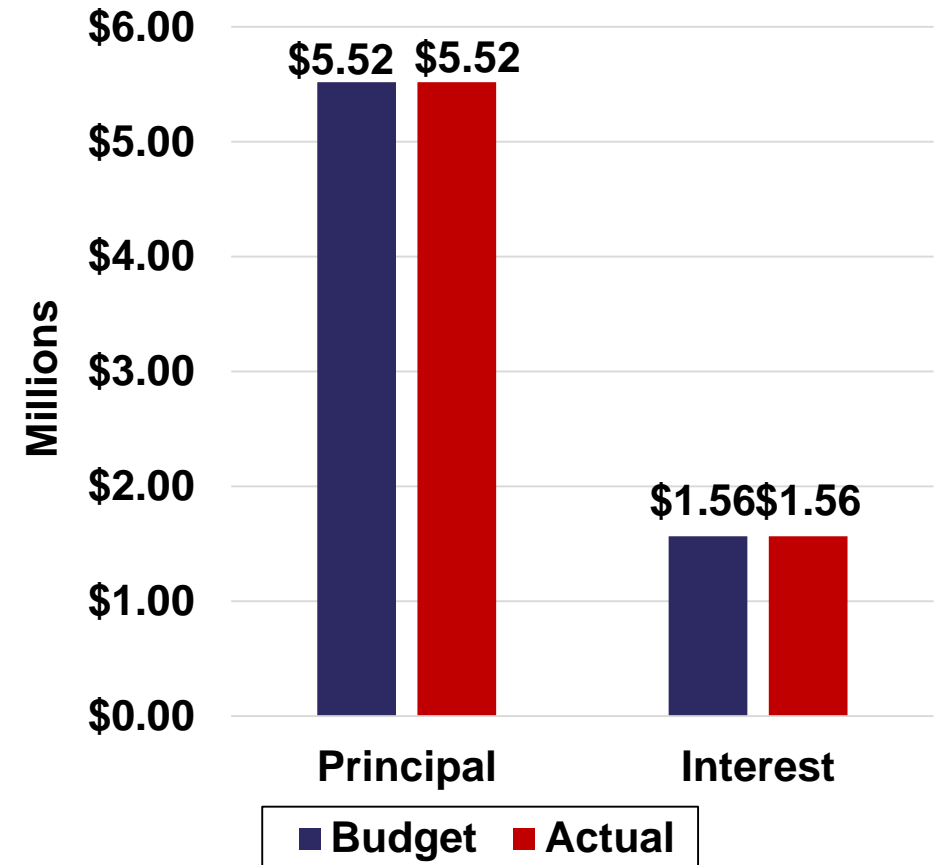


Debt Service Fund

REVENUE



EXPENDITURES



Special Revenue Funds

Municipal Court Security	Budget	Actual
Revenue	\$13,000	\$17,993
Expense	\$1,500	\$1,500

Municipal Court Technology	Budget	Actual
Revenue	\$11,000	\$15,136
Expense	\$14,100	\$13,328

Hotel Occupancy Tax	Budget	Actual
Revenue	\$866,000	\$884,451
Expense	\$753,450	\$616,138



Questions?



PID Petition Public Improvement District No. 15 Graylou Grove

December 18, 2023



Graylou Grove PID Petition Summary

- FLS Development, LLC (Harrisburg Homes) for creation of Public Improvement District No. 15, also known as Graylou Grove.
- Development is 43.149 acres located on Hufsmith-Kohrville Road.
 - Mixed Use Commercial/Residential Development
- Approximately 87 single-family homes to be constructed.
- Reimbursement Bond PID: \$8,000,000.
- Estimated market value of \$625,000
 - Maximum Annual Installment: \$5,938 (at \$0.95 per \$100 assessed value)
- Development will be requesting annexation in the City, pending approval of creation of the PID



Summary of PID Petition

- Petition states that bond funds will be used to for:
 - Street & Roadway Improvements
 - Sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking, and right-of-way
 - Parks and open spaces
 - Trails, playgrounds, walkways, lighting, and similar items
 - Costs related to sidewalks, landscaping and hardscaping, fountains, lighting, and signage
 - Infrastructure and facilities
 - Gas, water, wastewater, and drainage (including detention)



Proposed Development

- Development plans to request approval for a Planned Development
 - Annexation application has not been submitted.
 - Planned Development application has been submitted
 - Cannot proceed until annexation process begins.



Proposed Amenities

- Wet amenity detention pond with fountains
- Designated walking trails around amenity pond
- With workout equipment
- Playground structure
- Fishing dock
- Shade structure
- Up to two (2) monument signs with platted areas
- Two (2) pickleball courts with fence and seating



Concept Plan for PID Petition



- Legend

- Blue – Detention Areas
- Orange – Amenity Areas
- Yellow – Residential Lots (87)
- Red – General Retail
- Dark Green – Landscape Buffer
- White – Public Roads
- Light Green – ROW Dedication Only



City of Tomball PID Policy: General

- September 19, 2022, City Council adopted a revised PID Policy outlining the minimum requirements for eligibility of a PID, with priority being given to PIDs that:
 - Generate economic and superior development benefits to the City beyond what normal development would generate
 - Parks, walking trails, amenity centers, pools, landscaping, arts, specialty lighting, signage, etc.
 - Exceed development requirements
 - Architectural standards, enhanced landscaping, enhanced amenities, and provide superior design of the lots or buildings.
 - Provide for improvements in the public right of way
 - Landscaping, entryways, fountains, specialty lighting, multi-use trails, etc.
 - Meet community needs
 - Enhanced drainage improvements, pedestrian connectivity, utility improvements, etc.
 - Provide a unique or special development that provides benefits to the Tomball community.



City of Tomball PID Policy: Debt PID

- Debt PID requires that the following guidelines be adhered to, in addition to the previous considerations:
 - Minimum of 50 acres;
 - Minimum appraised value to lien ratio of 3:1;
 - All improvements to be funded with PID bonds must be fully engineered and competitively bid;
 - Maximum term of PID assessment is not to exceed 30 years with \$0.48 per \$100 assessment cap OR 15 years with \$0.96 per \$100 assessment cap; and
 - All PID bonds are subject to City Council approval.



PID Policy Standards

Based on the approved PID Policy, the PID petition does not meet the minimum requirement for a bond PID for the following reasons:

- Maximum Term and Assessment for Debt PID
- Minimum acreage of 50 acres for debt PID
- Non-adherence Section II-E: Increase or enhance the City's transportation and roadway plans
 - Ordinance Section 38-125 (When Construction is Permitted): *"...must construct street or drainage facilities in such a manner that they will benefit other property owners, may at their cost and expense construct such street and drainage facilities in accordance with the master plan of the city and in accordance with such conditions as may be prescribed by the ordinances of the city or the city council."*
 - Code of Ordinances, Section 40-64 (Public Streets; General Arrangement and Layout): *"Provide adequate street connections to adjacent properties to ensure adequate traffic circulation within the general area:"*
- Non-adherence to Section X – A: Plans for proposed development shall be prepared and reviewed by the City in compliance with the City's development ordinances regarding land use, development, infrastructure design, permitting, and inspections.
 - Ordinance Section 40-65 (Streets, specific standards), (f) (Dead-end Streets): *"Dead-end streets shall not be approved except in those instances where the street is terminated by a temporary circular cul-de-sac turnaround or where the street is designated to be extended into adjacent property..."*



Recommendation

- Based on the submitted petition request of a Reimbursement Bond PID, staff is recommending denial of the petition since it does not meet the minimum requirements as specified in the adopted PID policy.

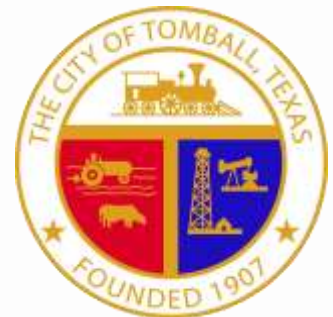


Applicant



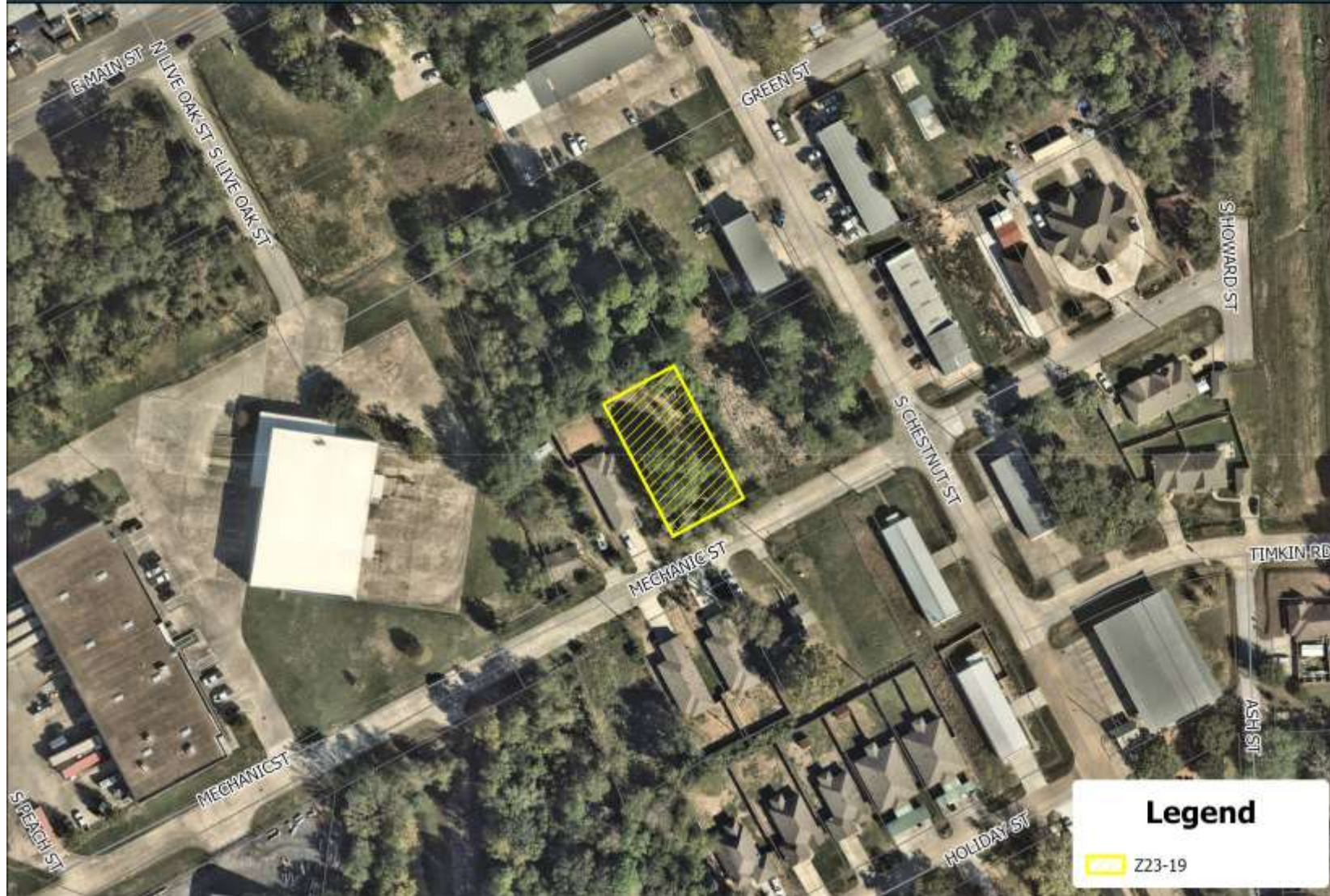
Rezoning Case Z23-19

- Request by William G. Hightower to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 0.24 acres of land legally described as being Lot 1, Block 1 of Elim from Single Family Residential – 6 (SF-6) to Old Town & Mixed Use (OT & MU). The property is located within the 300 block (north side) of Mechanic Street, within the City of Tomball, Harris County, Texas.






Location



Legend

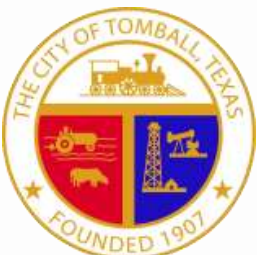
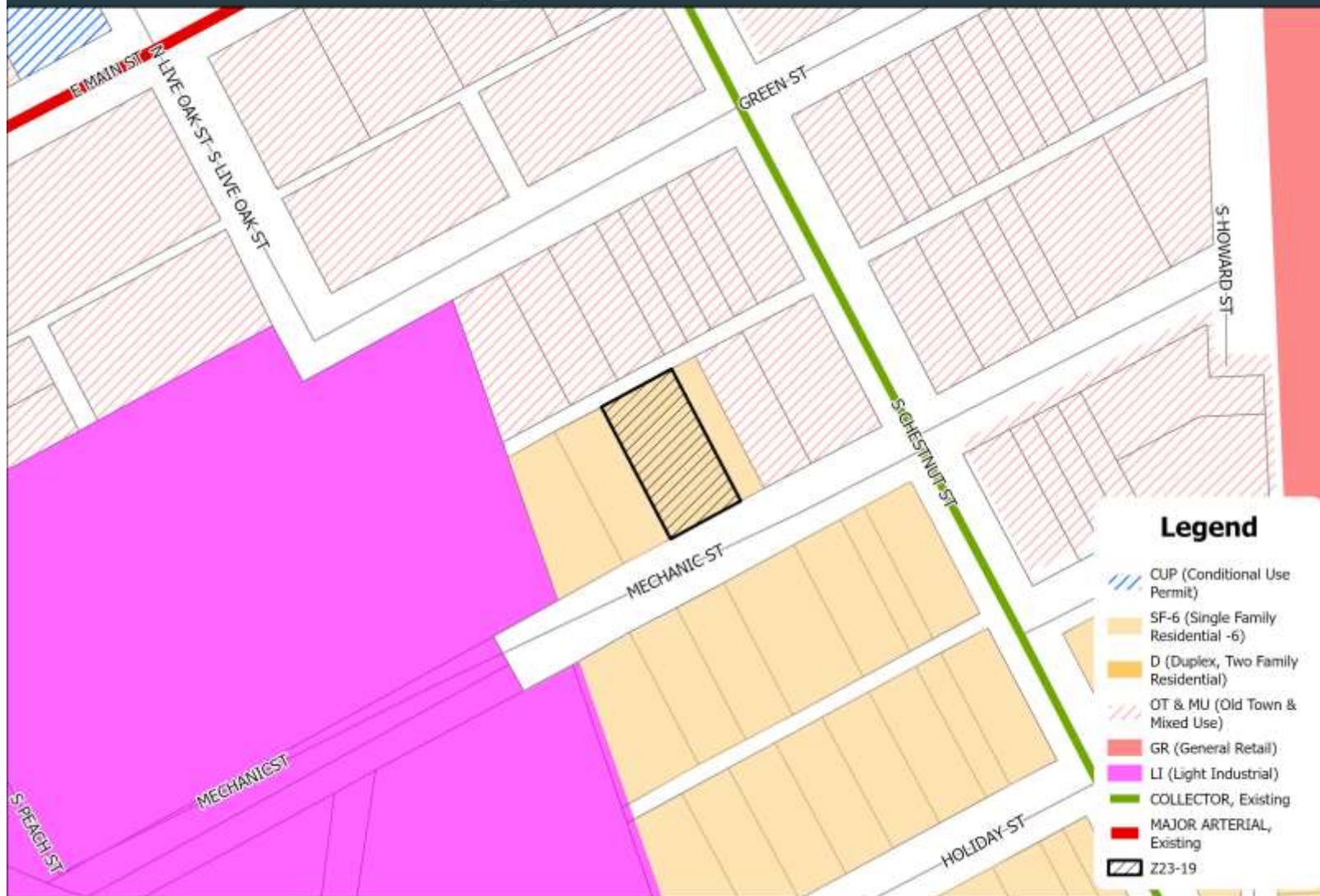
 Z23-19

Site Photos



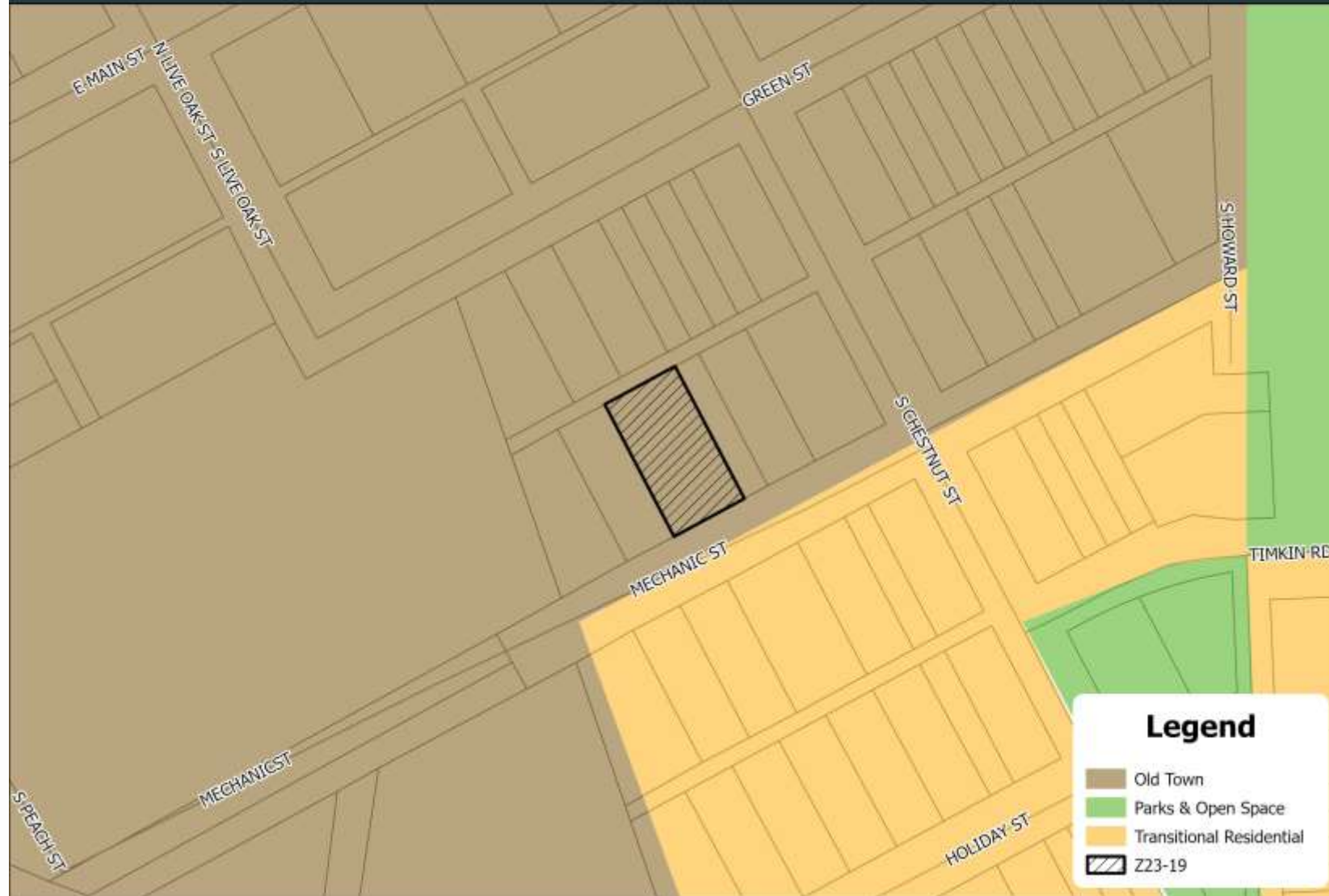


Zoning





Future Land Use

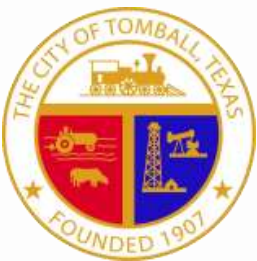


Legend

- Old Town
- Parks & Open Space
- Transitional Residential
- Z23-19

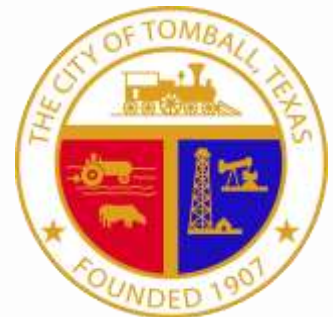


Notification Area

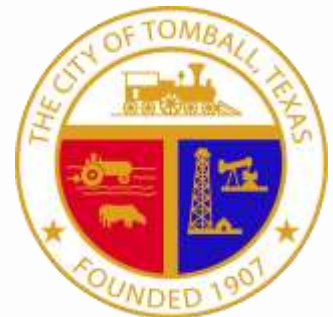


Recommendation

- Planning & Zoning Commission recommends approval (4-0)
- City staff recommends approval
 - Request for Old Town & Mixed Use (OT & MU) zoning is consistent with the “Old Town” land use category identified in the Future Land Use Plan as adopted by City Council with the Comprehensive Plan in 2019.
 - Encourages a mixture of land uses within the “Old Town” area as supported by the Comprehensive Plan.



Applicant

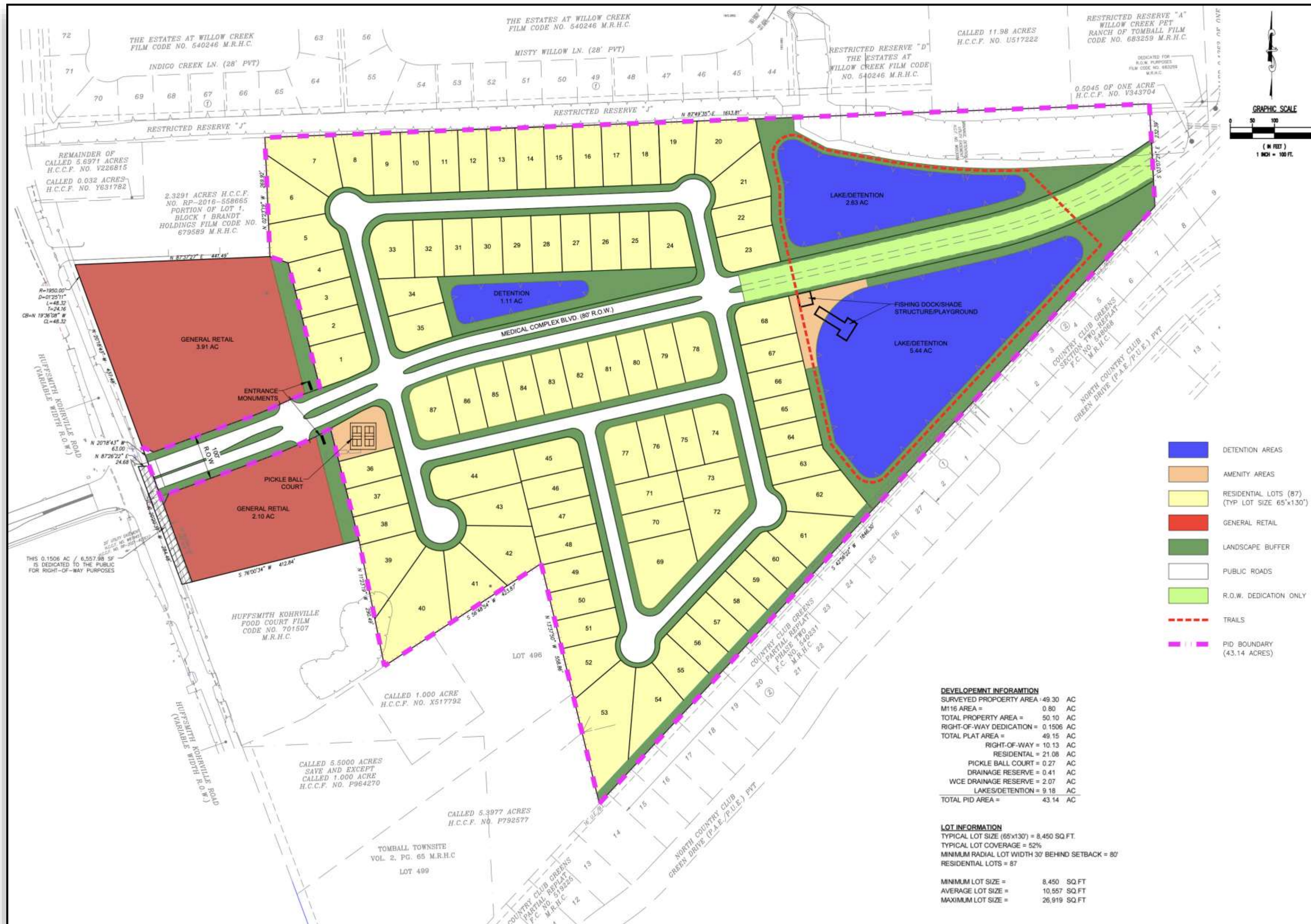


GRAYLOU GROVE



50 Acre Mixed Use Development At Hufsmith Kohrville Rd. and Medical Complex Dr.

FLS Development LLC in Partnership with Harrisburg Homes



PID Considerations:

- Page 1 Section H states: “Are willing to annex into the City of Tomball, if applicable, in exchange for the creation of a PID”
- 8,500 sf Lots with homes priced at \$625,000.
- \$54M worth of residential & 45,000 square feet of commercial worth \$16M in assessable tax revenue.
- Sales tax revenue from commercial.
- Will not raise taxes for current Tomball residents.
- Grow the city’s tax base without obligating city revenues.
- The burden of the PID levy is on the home builder, not the City of Tomball.



Playground



Gazebo



Fishing dock



Entrance monument



Pickleball court

















Architectural Benefits

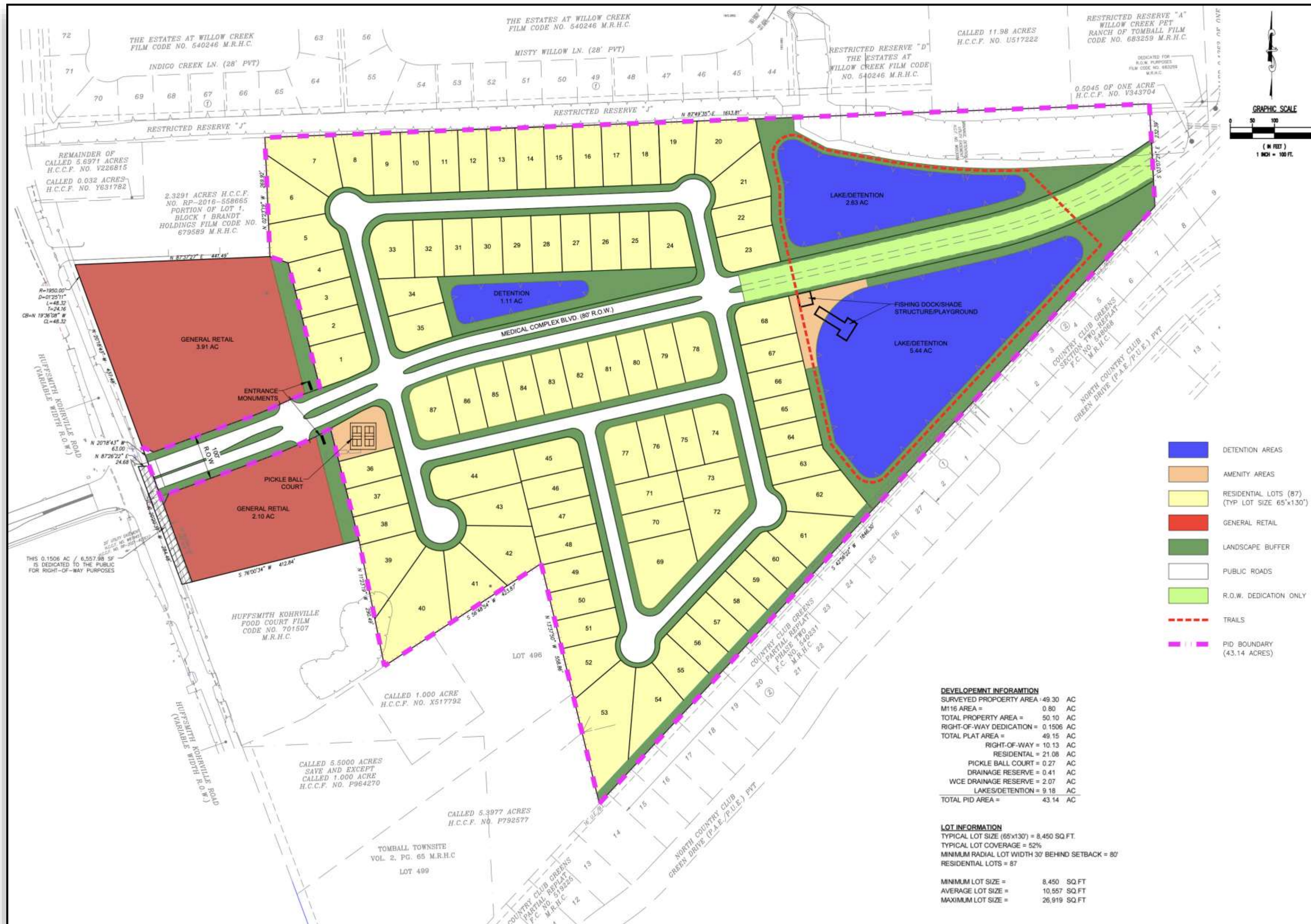
- A unique and controlled concept of Architectural Design
- Restrictions to create a consistent environment
- Residential and Commercial Showpiece for City of Tomball





Important Facts:

- **Voluntarily annexing into the city.**
- **Removing from Aqua Texas CCN.**
- **High per-lot development costs.**
- **8,500 sf Lots with homes priced at \$625,000.**
- **Variance to the PID policy amount is warranted.**
- **Amenities that are unique and special to the Tomball residents.**
- **Relationship with surrounding developments.**
- **Planned Development is 50.1 acres.**



PID Considerations:

- Page 1 Section H states: “Are willing to annex into the City of Tomball, if applicable, in exchange for the creation of a PID”
- 8,500 sf Lots with homes priced at \$625,000.
- \$54M worth of residential & 45,000 square feet of commercial retail worth \$16M in assessable tax revenue.
- Sales tax revenue from commercial.
- Will not raise taxes for current Tomball residents.
- Grow the city’s tax base without obligating city revenues.
- The burden of the PID levy is on the home builder, not the City of Tomball.

Actionable requests:

- **Adopt PID with a rate of \$0.95/\$100 for the duration of 30 years.**
- **Approve staff to proceed with work on the submitted Development Agreement which includes the land plan as shown here.**



FLS Development



Thank You

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 2, 2024

Topic:

Approve Resolution No. 2024-01, a Resolution of the City Council of the City of Tomball, Texas, Designating The Potpourri, Tomball Edition (Houston Community Newspapers/Houston Chronicle) as the Official Newspaper for 2024 for Publication of Matters Pertaining to the City of Tomball

Background:

Tomball Home Rule Charter, Section 3.06, and Texas Government Code, Section 2051.044, require the City Council to annually designate a public newspaper of general circulation in the City as the official newspaper for all legal notices—ordinances, public hearing notices, election notices, and other matters required to be published by the Charter, City of Tomball ordinances, the Constitution or state or federal laws.

The Potpourri, Tomball Edition (Houston Community Newspapers/Houston Chronicle) is the only "local" paper that meets all of the requirements of the City's Charter and state law. The Houston Chronicle's legal section would meet the requirements, however, publication rates are much higher in the Houston Chronicle than in the weekly edition of the Potpourri. As a monthly publication, the Community Impact newspaper does not meet the state's legal requirements.

The major portion of the City's official advertising involves legal notices, some of which are quarter-page ads that state or federal law require be published as display ads in the main body of the newspaper.

The Potpourri has an Internet site and we have enjoyed an excellent relationship with the Potpourri over the years. The Potpourri's publication date is on Wednesday.

Staff recommends designation of The Potpourri, Tomball Edition (Houston Community Newspapers) as the official newspaper for 2024.

Origination: Home Rule Charter

Recommendation:

Approve Resolution No. 2024-01, designating the Potpourri, Tomball Edition (Houston Community Newspapers/Houston Chronicle) as the Official Newspaper for 2024 for Publication of Matters Pertaining to the City of Tomball

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

RESOLUTION NO. 2024-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL,
TEXAS, DESIGNATING THE POTPOURRI, TOMBALL EDITION
(HOUSTON COMMUNITY NEWSPAPERS/HOUSTON CHRONICLE) AS
THE OFFICIAL CITY NEWSPAPER FOR 2024 FOR PUBLICATION OF
MATTERS PERTAINING TO THE CITY OF TOMBALL.**

* * * * *

WHEREAS, the Home Rule Charter of the City of Tomball, Section 3.06 – Official Newspaper, states:

“The Council shall have power to contract with, and by ordinance or resolution, annually designate a public newspaper of general circulation in the City as the official newspaper thereof and to continue as such until another is designated, and shall cause to be published therein all ordinances, notices and other matters required to be published by this Charter, by the ordinances of the City or by the Constitution or laws of the State of Texas.”

NOW, THEREFORE, BE IT RESOLVED that the City of Tomball and its governing body hereby designates The Potpourri, Tomball Edition (Houston Community Newspapers/Houston Chronicle) to be named the official newspaper for 2024 for the City of Tomball, Texas, for the publication of ordinances, notices, and other matters required by law or ordinance to be published, and that this resolution shall take effect upon its passage.

PASSED AND APPROVED BY A VOTE OF ___ TO ___ AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 2nd DAY OF JANUARY 2024:

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

Lori Klein Quinn, Mayor

ATTEST:

Tracylynn Garcia, City Secretary




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Randy Reeves 7702 Louetta Spring TX 773797244	CONTACT NAME: Randy Reeves PHONE (A/C, No, Ext): 281-370-1700 E-MAIL ADDRESS: randy.reeves.b35o@statefarm.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Lloyds INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 43419
INSURED TOMBALL ATHLETIC BOOSTER CLUB INC 30030 QUINN RD TOMBALL TX 77375	

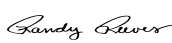
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	90-GX-C504-4	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

The Woodlands Township 2801 Technology Forest Blvd. The Woodlands 77381	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  This form was system-generated on 08/17/2023
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Page 85

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

permit in lieu of a properly completed exemption or resale certificate. A certificate is necessary to document why tax is not collected on a sale.

You must obtain a new permit if there is a change of ownership, location, or business location name.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

TOMBALL ATHLETIC BOOSTER CLUB, INC.

TOMBALL ATHLETIC BOOSTER CLUB, INC.

30330 QUINN RD

TOMBALL

HARRIS COUNTY

TX 77375-4314

Type of permit
SALES AND USE TAX

Taxpayer number
3-20346-7225-6

Location number
00001

First business date of location
08/01/2019

NAICS: 813410 Civic and Social Organizations

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:

CITY: TOMBALL

EFT: 08/01/2019

Glenn Heger

You may need to collect sales and/or use tax for other local taxing authorities depending on your type of business.

For additional information, see "Collecting Local Sales and Use Tax" section on the back of this document.

If you have any questions regarding sales tax, visit our website at www.comptroller.texas.gov or call us at 1-800-252-5555.

Detach here and prominently display your permit only. Retain the portion below for your records.

01-330-74

Is the Information Printed on this Permit Correct?

The information printed on your permit is public information. It must be accurate and current. If there is an error, make corrections on the form below. Enter the correct information for incorrect items only. Detach the form and mail it to:

Comptroller of Public Accounts
111 E. 17th Street
Austin, TX 78774-0100

More helpful information about your permit is on the back of this document.

Texas Sales and Use Tax Permit Corrections Form

Taxpayer name shown on the permit TOMBALL ATHLETIC BOOSTER CLUB, INC.		If you need to make changes to your local sales tax authorities or to the NAICS code printed on your permit, see information on the back of this form.	
Taxpayer number shown on the permit 32034672256	Location number shown on the permit 00001		
Correct business location name .			
Correct business location (no P.O. Box or directions accepted) .			
City .	State .	ZIP code .	County .
Correct taxpayer name .		Daytime phone (Area code and number) .	
Correct mailing address .			
City .	State .	ZIP code .	Federal Employer Identification Number .
If you are no longer in business , enter the date of your last business transaction. _____			
sign here Taxpayer or authorized agent		Date	



All permits are issued subject to the provisions of the law. This permit may be revoked, suspended or cancelled for a violation of any provision of any taxing statute administered by the Texas Comptroller of Public Accounts or of any rule adopted by the Comptroller to administer those statutes. Receipt of this permit does not mean that the taxpayer to whom it is issued is in good standing with the Comptroller.

You are responsible for collecting the correct amount of local taxes. For example, if our records show that one of your locations is outside the city limits, but it is actually inside the city, you may be responsible for collecting and remitting the city's sales tax. If the local sales tax authorities on this permit are incorrect, call 1-800-252-5555.

Taxpayer name and mailing address

TOMBALL ATHLETIC BOOSTER CLUB, INC.
PO BOX 1193
TOMBALL

TX 77377-1193

31

Operating without a valid permit is a misdemeanor punishable by a fine of not more than \$500 per day.

Legal citation: TEX. TAX CODE ANN., chs. 111 and 151.

For an existing business, this permit replaces the permit you now hold for this location. All previous sales and use tax permits issued by the Texas Comptroller of Public Accounts for this location are void.

You must file a sales and use tax return even if you have no taxable sales and/or no tax due.

A \$50 late filing penalty will be assessed on every report filed after its due date, in addition to any other penalties assessed for the reporting period.

Collecting Local Sales and Use Tax

You may need to collect sales and/or use tax for other local sales tax authorities, depending on your type of business. We can help you determine your local sales and use tax responsibilities and the correct rate for each local sales tax authority. See *Guidelines for Collecting Local Sales and Use Tax* (Pub. 94-105) and *Texas Sales and Use Tax Rates* (Pub. 96-132) on our website at www.comptroller.texas.gov/taxes/sales/. To search for sales and use tax rates by address, you can use the *Tax Rate Locator* on our website at <https://mycpa.cpa.state.tx.us/atj/>.

Update Your Account Information

To change the local sales tax authorities, contact our office at 1-800-252-5555. Contact your city/transit authority/county/special purpose district if you are unsure if your business is located within that local sales tax authority.

Change your mailing address and phone number, add a business location, change a business address, or close one or more business locations online at www.comptroller.texas.gov/web-forms/manage-account/ or call 1-800-224-1844.

Tax Report Filing Resources

File and Pay Your Sales Tax Online - Use WebFile to automatically calculate the sales tax due and confirm we received your return. WebFile is available online at www.comptroller.texas.gov/taxes/file-pay/.

File Zero Tax Due Returns by Phone - You can file your zero tax due sales and use tax return by calling TeleFile at 1-888-4FILING (1-888-434-5464).

Download Sales and Use Tax Forms Online - You will receive a preprinted sales and use tax return in the mail about 20-30 days before each return is due, unless you file electronically. You can also download sales and use tax forms online at www.comptroller.texas.gov/taxes/sales/forms/.

Additional Resources

Read our sales tax frequently asked questions online at www.comptroller.texas.gov/taxes/sales/faq/.

Sign up to receive email updates on the Comptroller topics of your choice at www.comptroller.texas.gov.

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone number listed on this form.

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency Tomball Athletic Booster Club, Inc.	
Address (Street & number, P.O. Box or Route number) PO BOX 1193	Phone (Area code and number) 281-357-3220
City, State, ZIP code Tomball, TX 77377	

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

Seller: _____


Street address: _____ City, State, ZIP code: _____

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

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

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

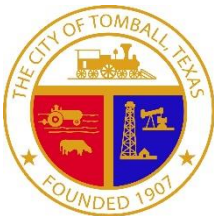
sign here 	Purchaser Diana Peterson	Title TABC Treasurer	Date 7/1/2020
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

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

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



SPECIAL EVENT GUIDELINES & APPLICATION

THE CITY OF TOMBALL, TEXAS

Effective Date: 1/1/2023

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

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

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

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

Chrislord Templonuevo – Director of Marketing & Tourism

401 Market Street

Tomball, Texas 77375

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



SPECIAL EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 401 Market Street | Tomball, TX 77375 | 281-351-5484

An application to stage an event within the city of Tomball shall be filed with the Marketing & Tourism Team at least 180 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by the Tomball City Council.

Date: _____ Is this event Co-City sponsored? Yes ☐ No ☐

Request for permission to use a public venue for the following type of event (please check one):

Festival ☐ Community Event ☒ Arts & Crafts Event ☐ Music Event ☐ Other (specify) _____

1. Event title: THS Booster Club Crawfish Boil

2. Sponsoring entity: THS Booster Club

3. Is this organization based in Tomball: Yes ☒ No ☐

4. Is this organization *non-profit* ☒ or *for-profit* ☐ *Attach 501 (c) (3) tax exemption if applicable

5. Contact: Chuck Hansen Phone: 713-449-7537

6. Contact address: 18810 Meadow Ln

7. Contact email: Loxcei@gmail.com

8. Event date: April 6th, 2024

9. Event times: Start 4:00 PM Finish 8:00 PM Set-up 2:00PM Breakdown 8:00-9:00PM

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

11. If yes, what charity? THS Booster Club Scholarship f Tax ID _____

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

13. On-site contact: Chuck Hansen Mobile #: 713-449-7537

14. Estimated number of attendees: 200+

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

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

17. Admission fee: \$ _____ Free ☒

18. Time at which event staff will begin to arrive: 2:00 PM

19. The applicant will defend and hold harmless the city of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses. Initial CJH

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

21. Name of insurance carrier: State Farm

Signature: 

FOR OFFICIAL USE - Fee required: Yes _____ No _____

Amount Due: \$ _____

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 2, 2024

Topic:

Approve request from Tomball High School Athletic Booster Club for City Support and In-Kind Services for the 4th Annual Tomball Athletic Booster Club Crawfish Boil at Juergens Park, on Saturday, April 6, 2024 from 4:00 – 8:00 p.m. The estimated In-Kind Services is \$1,250.

Background:

Tomball High School Athletic Booster Club is excited to announce the Annual Tomball Athletic Booster Crawfish Boil at Juergens Park Tomball benefiting Tomball High School Athletic Scholarship Fund endowing The Sammy E Lopez Memorial Scholarship Will Feature Silent and Live Auction, Crawfish/Local Craft Brews, Children Entertainment, and Live Music.

In-Kind Request for Services:

Service/Support	Cost
Marketing	\$50
Public Works	\$475
Police	\$725
Total	\$1,250

Origination: Tomball High School Athletic Booster Club Event starts at 4 p.m. and finishes at 8 p.m. Setup will begin at 2 p.m. and breakdown between 8-9 p.m. There will be an estimated 500 people at the event location, Juergens Park.

Recommendation:

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

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

FUNDING (IF APPLICABLE)

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

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

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

Signed

Staff MemberDate

Approved by

City ManagerDate

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 2, 2024

Topic:

Approve an agreement with Wells Fargo Bank, N.A. for Depository Services (RFP No. 2023-16) for an initial two (2) year term from April 1, 2024 to April 1, 2026 with three (3) optional one-year extensions and authorize the City Manager to execute any and all documents related to the agreement.

Background:

The proposed agreement with Wells Fargo Bank, N.A. for depository services was selected through a competitive sealed bid process (RFP No. 2023-16), which allowed for interested financial institutions to submit proposals for services. A total of six (6) proposals were received. After reviewing all submitted proposals, Wells Fargo Bank, N.A. was deemed the most qualified respondent. The selections and discussions were held in accordance with the City's adopted Procurement Policy and Manual and state procurement law.

Origination: Finance

Recommendation:

Staff recommends approving an agreement with Wells Fargo Bank, N.A. for depository services.

Party(ies) responsible for placing this item on agenda: Katherine Tapscott, Finance Director

FUNDING (IF APPLICABLE)

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

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

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

Signed: Katherine Tapscott 12/22/2023 **Approved by:** _____
Staff Member Date City Manager Date

Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, "Bank") provide you treasury management services (each, a "Service"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

- 1. Service documentation.** The Service Documentation contains the terms governing each Service and includes:
 - a. The Service Description (which contains terms and conditions applicable to the specific Service),
 - b. The Acceptance (which indicates your acceptance of the Service Documentation),
 - c. This Agreement (which contains terms and conditions applicable to all Services),
 - d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
 - e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
 - f. User Guides (which include our vendors' and our documentation related to the installation, set-up function, features, operation, use, pricing or other aspects of the Services, including Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).
- The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted on Wells Fargo VantageSM ("Vantage") f/k/a Commercial Electronic Office[®] (CEO[®]). If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.
- 2. Services.** You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.
- 3. Changes to services.** We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on Vantage. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.
- 4. Term and termination.** Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

We may suspend or terminate any Service:

- a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
- b. Without prior notice to you if:
 - i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
 - ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
 - iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
 - iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
 - v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
 - vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights and obligations with respect to the Service(s) provided before the termination including without limitation Transactions. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any Vantage access rights under section 9(d) below.

5. **Service fees.** You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.
6. **Security procedures.**
 - a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate Transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
 - b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.
7. **Confidential information.** Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides, (b) Security Procedures, passwords, codes, security devices and related instructions and technical and non-technical information and intellectual property rights relating to our vendors' or our technology, IT infrastructure or data security, including trade secrets, systems information security program or processes, SSAE or SOC reports, and testing procedures or results. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

- a. Maintain the confidentiality of the Confidential Information,

- b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
- c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

- 8. Currency conversion.** When your instructions require us to convert the amount of a Transaction from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your Transaction. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

If a financial institution designated to receive the funds does not pay the beneficiary specified in the Transaction, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the Transaction after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a Transaction and the time the Transaction is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. Vantage.

- a. Description of Vantage. Vantage is our electronic banking platform that is accessed through the Internet. Your Authorized Agents (defined below) may use Vantage to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through Vantage. We offer different channels through which you may access Vantage, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
- b. Access to Vantage. When you enroll in Vantage, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access Vantage on your behalf (each, an "Authorized Agent"). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through Vantage, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
- c. Administration of Vantage. We offer two options for administering Vantage: (i) Administration and (ii) Bank administration.
 - i. Administration. If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
 - (1) A Company Administrator, who may perform all functions of your initial Company Administrator,
 - (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
 - (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the

Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

- ii. Bank administration. For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access Vantage. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

- d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through Vantage if we determine such use:
 - i. Does not comply with any term applicable to Vantage,
 - ii. Is not permitted by Applicable Law,
 - iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
 - iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).
- e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at Vantage. The posting of any Financial Information or any other information or data at Vantage is not a recommendation by us of any particular Service or action. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.
- f. Miscellaneous. For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through Vantage. This section 9 will survive the termination of any Service or this Agreement.

10. Alerts.

- a. Non-subscribed alerts. When you enroll in Vantage or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
- b. Subscribed alerts. You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.

- a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
 - i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
 - ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
 - iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
 - iv. Would possibly result in us not complying with Applicable Law.
- b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
- c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.
- d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.

- e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).
- f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
 - i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
 - ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
 - iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

- g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
 - i. Any special, consequential, incidental (including court costs and attorneys' fees), indirect, or punitive losses or damages, or
 - ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.
- h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

12. Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").

13. Arbitration agreement. Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.

14. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of the Borough of Manhattan, New York

City, in the State of New York or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.

15. Miscellaneous.

- a. **Severability.** Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
- b. **Entire agreement.** The Service Documentation (and any documents referred to therein):
 - i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
 - ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
- c. **Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
- d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
- e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
- f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
- g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.
- h. **Use of names.** You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.
- i. **Notices and communications.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
 - i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
 - ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
 - iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
 - iv. Each party will have a reasonable time after receipt of any notice to act on it.
 - v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.

- vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

16. Survival. Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

Appendix X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., UK Branch
2. Wells Fargo Bank, N.A., Canadian Branch
3. Wells Fargo Bank, National Association, Shanghai Branch
4. Wells Fargo Bank, National Association, Hong Kong Branch



Amendment to Master Agreement for Treasury Management Services

Treasury Management Services

Introduction

This Amendment supplements and modifies the Master Agreement for Treasury Management Services (“Master Agreement”) for City of Tomball. “You,” “your” or “yours” refers to the customer identified in the immediately preceding sentence. The terms “we,” “us,” or “our” refer to the Bank. Capitalized terms used but not defined in this Amendment are defined in the Master Agreement. This Amendment constitutes part of the Service Documentation as defined in the Master Agreement. If there is a conflict between this Amendment and the Master Agreement or other Service Documentation, this Amendment will control. Except as expressly modified by this Amendment, all terms and provisions of Master Agreement and Service Documentation will continue to apply with full force and effect.

Amendment

We agree that the Master Agreement governing our relationship with you is amended as follows:

1. The following text is added at the end of Section 3 of the Master Agreement (titled “**Changes to services**”):

“Notwithstanding the immediately preceding paragraph, through the Initial Term End Date (as defined below) Bank will not change the fees for Services reflected on Attachment A, except:

- in order to reflect the impact of any change in Applicable Law;
- in the event your Service usage volume is materially lower than that reflected on Attachment A;
- for changes to Bank’s pricing methodology for Services, including element IDs associated with a Service, so long as the change does not increase the total price of the Services to you (unless permitted under one of the two immediately preceding bullet points).

If you implement additional Services not described on Attachment A prior to the Initial Term End Date, the fees for such additional Services will be as disclosed to you in connection with the implementation of such additional Services.”

2. The following text is added at the beginning of Section 4 (titled “**Term and termination**”) as a new first sentence:

“Subject to the termination provisions below, the initial term of this Agreement will commence on April 1, 2024, and expire on April 1, 2026 (“Initial Term End Date”), and this Agreement may be extended for not more than three (3) additional one-year extension terms by your and our mutual consent.”

3. The following text is added at the end of Section 7 (titled “**Confidential Information**”):

“We understand that Information, documentation, and other material in connection with the Master Agreement may be subject to public disclosure pursuant to the Texas Public Information Act (Chapter 552 of the Texas Government Code) (the “Act”), and that you will comply with the Act. We will make a good faith effort to make any information created or exchanged with you pursuant to this Master Agreement, and not otherwise excepted from disclosure under Act, available in a format that is accessible by the public.”

4. The text of Section 11 (titled “**Liability and indemnification**”) subsection (f) is deleted in its entirety and replaced with the following:

“f. Except in the case of our negligence or intentional misconduct, you will reimburse us, our directors, officers, employees and agents (“Representatives”) for all losses and damages that arise out of:

- i. Use of a Service that is not in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service;
- ii. Any negligent act or omission or intentional misconduct of any of your agents, couriers, or Authorized Agents, and
- iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.”

5. The text of Section 12 (titled “**Governing Law**”) is deleted in its entirety and replaced with the following:

“**Governing law.** The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of Texas, without reference to its principles of conflicts of laws (“Governing Law”).”

6. The text of Section 14 (titled “**Jurisdiction**”) is deleted in its entirety and replaced with the following:

“**Jurisdiction.** For any proceedings regarding this Agreement (other than a proceeding subject to arbitration), you and we each hereby irrevocably submits to the jurisdiction of the courts of Texas, or the federal courts located there and irrevocably agrees that all claims relating to the proceeding may be heard or determined in those courts.”

WELLS FARGO BANK, N.A.

By: _____

Name: _____

Title: _____

Date: _____

[Signature]
Dane Hawkins
Sr. Relationship Mgr.
12-13-2023

City of Tomball

By: _____

Name: _____

Title: _____

Date: _____

Attachment A
Pricing for Specified Treasury Management Services
See Attached

City of Tomball

WF Code	AFP Code	Service Description	Charge Basis	Price
ACH Fraud Filter				
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE	Account	5.0
34334	251050	ACH CEO FRAUD FILTER STOP MTHLYBASE	Account	5.0
34335	251053	ACH CEO FRAUD FILTER REVIEW - ITEM	Transaction filtered	1.0
ACH Origination				
34342	250400	ACH CEO RETURN SUBSCRIPTION - ITEM	Item accessed	0.1
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	ACH company ID	20.0
ES283	250000	ACH VENDOR MONTHLY BASE	Company ID	65.00000
ES280	250000	ACH MONTHLY BASE	Company ID	15.0
ES211	250102	ACH FUTURE DATED ITEM	Transaction	0.06
ES206	250120	ACH ORIGINATED - ADDENDA REC	Addenda record	0.025
06505	250302	ACH RETURN ADMIN -ELECTRONIC	Return	3.25000
06502	250302	ACH RETURN ITEM-ELECTRONIC	Return	5.0
ES803	250500	ACH PAYMENTS ONLINE BATCH RELEASE	Batch/file	5.0
ES801	250501	ACH TRANSMISSION CHARGE	Batch/file	5.0
34377	250000	ACH PAYMENTS BASE FEE	Company ID	15.0
ACH1D	250102	ACH PAYMENTS FUTURE DATED ITEM	Transaction	0.06
06525	250302	ACH NOC - ELECTRONIC	Transaction	3.25000
34330	250703	ACH CEO SUBSCRIPTION - ACCOUNT	Account/company ID	4.00000
34332	250703	ACH CEO SUBSCRIPTION - ITEM	Item accessed	0.01000
34285	250703	CEO ACH HYP ITM DET INQ - PER ITEM	Inquiry	1.50000
ES216	250102	ACH SAME DAY	Transaction	1.50000
ES230	250620	ACH DELETE - ITEM	Delete	30.00000
ES346	250622	ACH EXCEPTION PROCESS-DUPICAT FILE	Batch/file	40.00000
ES361	250642	ACH REVERSAL - ITEM	Reversal	35.00000
34385	250102	ACH PAYMENTS SAME DAY DEBIT		0.00000
ACHYD	250102	ACH PAYMENTS SAME DAY ITEM	Transaction	1.50000
ES339	251010	ACH SPECIAL INVESTIGATION	Inquiry	35.00000
06535	250302	ACH NOC - MANUAL	Transaction	9.00000
70065	259999	ACH ELECTRONIC CHECK RETURN	Return	3.50000
ACH Receive				
ES349	250220	ACH RECEIVED ADDENDA	Addenda record	0.01
ES344	250202	ACH RECEIVED ITEM	Transaction	0.07
Account Reconciliation				
34337	200201	CEO CHECK ISSUES-ITEM	Check issued	0.2
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	Record	0.006
Branch Services				
CK161	100006	CASH DEPOSITED IN WF BRANCH	Dollar	0.004
CK197	100040	CASH ORDER FEE IN A WF BRANCH	Transaction	11.00000
CK131	100040	ROLLED COIN FURNISHED BY WF BRANCH	Coin roll	0.65000
CK141	100040	CURRENCY FURNISHED BY WF BRANCH	Dollar	0.00200
08052	100006	BRANCH DEPOSIT	Deposit	4.5
22810	150500	WF CHK CASHED FOR NONACCT HOLDER	Check cashed	7.50000
Desktop Deposit Electronic Dep Serv				
15017	400003	DESKTOP DEPOSIT MONTHLY BASE	Account	30.0
15007	010101	DESKTOP DEPOSIT-DEPOSIT CREDITED	Credit	0.4
706	100224	DESKTOP DEPOSIT-DEPOSITED ITEM	Check deposited	0.06
790	100230	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	Adjustment	15.00000
Gen Acct Services Recoupment				
IAMTH	000230	RECOUPMENT MONTHLY	Deposit assessment	0.1275
General Account Services				
22051	010000	ACCT MAINTENANCE	Account	5.0
CK021	010100	DEBITS POSTED	Debit	0.07
CK018	250201	ELECTRONIC CREDITS POSTED	Credit	0.07000

WF Code	AFP Code	Service Description	Charge Basis	Price
08025	100015	MISCELLANEOUS CREDITS POSTED	Transaction	0.50000
08026	010610	CHECK DEPOSIT ADJUSTMENT	Adjustment	8.00000
22990	401001	PHOTOCOPY CUSTOMER SERVICE - ITEM	Photocopy	20.00000
General Disbursement Services				
22030	150412	STOP PAYMENT - AUTO RENEWAL	Stop payment	2.0
12670	150410	STOP PAYMENT - ONLINE	Stop payment	12.0
22202	150100	DDA CHECKS PAID	Check paid	0.12
Image Delivery				
27707	400340	CEO SEARCH	Inquiry	0.85
12812	151352	CEO IMAGE VIEW < 90 DAYS - ITEM	Image retrieved	2.0
12815	151352	CEO IMAGE VIEW > 90 DAYS - ITEM	Image retrieved	5.0
Incoming Wire Transfers				
ES030	350300	WIRE IN TO USA ACCT-USA DOMESTIC	Transfer	6.0
Information Reporting				
34123	40022Z	CEO ALERTS SERVICE - EMAIL	Email	0.25
34115	400271	CEO PREV DAY REPORTING ITEMS LOADED	Item loaded	0.09
34100	400052	CEO PREV DAY REPORTING SUBSCRIPTION	Account	25.0
International Information Reporting				
34208	350402	CEO WIRE DTL INTL BRNCH RPTD ITEM	Item reported	8.00000
G9823	400340	CEO IBA URGENT INQ DETAIL	Item accessed	3.50000
G9821	250703	CEO IBA NON-URGENT HYPERLINK	Item accessed	1.50000
Paper Checks Deposited				
002	100225	DEPOSITED CHECK	Check deposited	0.12
Positive Pay				
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	Check paid	0.035
34336	150724	POSITIVE PAY EXCEPTION - CEO IMAGE	Image retrieved	2.0
12505	150222	POSITIVE PAY EXCEPTION CHECKS RETND	Check returned	15.00000
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	Exception	5.0
12682	150120	POSITIVE PAY ONLY - ITEM	Check issued	0.07
12681	150030	POSITIVE PAY ONLY MONTHLY BASE	Account	35.0
12908	150310	POS PAY CHECKS WITH NO ISSUE RECORD	Check	0.50000
Returned Items				
CK061	100400	RETURN ITEM - CHARGEBACK	Transaction	6.0
CK075	100402	RETURN ITEM REDEPOSITED	Transaction	2.00000
34235	100416	CEO RETN ITEM SUBSCRIPTION PER ACCT	Subscription	20.0
34237	100416	CEO RETN ITEM SUBSCRIPTION PER ITEM	Item accessed	0.10000
CK062	100416	CEO RETURN ITEM RETRIEVAL-IMAGE	Transaction	4.50000
Wires Origination and Reporting				
34205	400003	WIRE TRANSFER REPORT BASE-CEO	Account	10.0
ES073	359999	WIRE BASE -VOICE	Account	0.0
ES167	359999	WIRE PIN BASE	Account	0.0
ES141	350120	WIRE BOOK TRANSFER CEO/API	Transfer	3.0
ES139	350100	WIRE OUT DOMESTIC CEO/API	Transfer	4.0
34207	400274	WIRE TRANSFER RPRT PER ITEM-CEO	Item accessed	0.10000
34212	400340	WIRE INQUIRY DETAIL PER ITEM-CEO	Inquiry	3.50000
ES038	359999	WIRE RISK	Exception	0.00000
Zero Balance Account (ZBA)				
DS510	010020	ZERO BALANCE MASTER ACCOUNT MAINT	Account	15.0
DS001	010021	ZERO BALANCE MONTHLY BASE	Account	15.0
Instant Payment Receive				

WF Code	AFP Code	Service Description	Charge Basis	Price
28922	250703	INSTANT PMTS INQ PER ITEM DETAIL	Inquiry	0.00000
Cash Vault				
08504	100520	CASH VAULT ADJ ADVICE - US MAIL	Advice/notification	1.50000
08160	100501	CASH VAULT DEP - ADJUSTMENT	Adjustment	8.00000
Controlled Disbursement				
21622	150220	CONT DISB CASHED CHECK-FLOAT FEE	Check cashed	0.20000
34210	150700	CEO CONT DISB SUBSCRIPTION BASE	Account	
		1st 1		120.00000
		Remaining		60.00000
14070	150000	CONT DISB ACCT MAINT W/CXSTR	Account	175.00000
14225	150110	CONT DISB CHECKS PAID	Check paid	0.35000
14110	010101	CONT DISB CREDITS POSTED	Credit	1.00000
E-BOX Service				
ED515	059999	E-BOX PAYMENT RETURN	Return	0.25000
ED516	059999	E-BOX PAYMENT REVERSED	Transaction	0.25000
ED471	059999	E-BOX CONSUMER COLLECTION PYMT	Transaction	0.15000
ED500	050030	E-BOX MONTHLY MAINT (W/CROSS REF)	Setup	125.00000
ED470	059999	E-BOX PAYMENT	Transaction	0.10000
ED521	050030	E-BOX REPORTING PACKAGE MTHLY BASE	Setup	90.00000
ED524	050030	E-BOX REVERSAL REPORTING MTHLY BASE	Setup	15.00000
28047	050530	E-BOX SUSPENDED PAYMENT PER ITEM	Transaction	0.25000
28042	050030	E-BOX VALIDATION FILE BASE	Setup	90.00000
28315	300200	E-BOX PER TRANSMISSION FEE	Transmission	8.00000
Receivables Manager				
28006	300200	REC MGR OR E-BOX TRANSMISSION	Transmission	8.00000
28019	300010	RECEIVABLES MANAGER MONTHLY BASE	Setup	125.00000

Total Monthly Activity Charges

Total Monthly Balance Based Charges (can be paid with balances)

Earnings Credit Rate @ 1.75%

Estimated Earnings Credit

Setup Charges				
34376	251120	ACH PAYMENTS SET UP FEE	Setup	375.00000
ES201	251000	ACH SET UP	Setup	300.00000
06092	251001	ACH ORIGINATION NEW COMP ID-SET UP	Setup	100.00000
14001	151600	CONT DISB ACCOUNT SET UP	Account	250.00000
28043	050031	E-BOX SET UP	Setup	1,400.00000
28044	050031	E-BOX VALIDATION FILE SET UP	Setup	700.00000
ED543	050031	EBOX IMPLEMENTATION DEV HOURS	Hour	125.00000
28029	300322	REC MGR IMPLEMENTATION DEV HOURS	Hour	200.00000
28017	300320	RECEIVABLES MANAGER SET UP	Setup	950.00000
Total Setup Charges				

Balances and ECR may also be applied against Balance Based Setup Charges.

Disclosures

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.

Please let us know if you believe this proposal does not accurately represent the prices or services we discussed with you. If you have questions about the services in this proposal, please contact your Treasury Management Sales Consultant or visit: www.wellsfargo.com/accountanalysis for additional information about the services.

Regarding your services**Services with No Volumes**

Services listed with zero volume are not included in the estimated monthly analysis fee but are included in the event the service is used in the future.



This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply email and delete this message. Thank you for your cooperation.

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City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 2, 2024

Topic:

Approve the expenditure of \$117,858.30 for Incode software hosting and support from Tyler Technologies, Inc. and authorize the City Manager to execute any and all documents related to the expenditure. This expenditure is included in the FY 2023-2024 Budget.

Background:

In 2023, the City migrated its on-premises Incode environment to Tylers cloud environment and entered into a software license agreement with Tyler Technologies, Inc. for Incode, an enterprise resource planning software. The agreement included the migration to the cloud environment and recurring hosting and support. The Incode software hosted by Tyler Technologies, Inc. includes modules for utility billing, finance, purchasing, personnel management, municipal court, permitting, and work orders. As part of using the software, the city pays for an annual subscription for hosting and support from Tyler Technologies, Inc. The FY 2023-2024 cost is \$117,858.30.

Per the City's adopted Procurement and Policy Manual, City Council approval is required for any expenditure over \$50,000.

Origination: IT

Recommendation:

Staff recommends approving the expenditure for Incode annual subscription for hosting and support in the amount of \$117,858.30 to Tyler Technologies, Inc. as appropriated in the FY 2023-2024 Budget.

Party(ies) responsible for placing this item on agenda: Ben Lato, Sr. IT Specialist

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: # 100-117-6320

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

Signed	<u>Ben Lato</u>	<u>12.22.2023</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
025-448527	01/01/2024	1 of 2

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com



Bill To: CITY OF TOMBALL
401 WEST MARKET STREET
TOMBALL, TX 77375

Ship To: CITY OF TOMBALL
401 WEST MARKET STREET
TOMBALL, TX 77375

<i>Cust No.-BillTo-ShipTo</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
44795 - MAIN - MAIN	190385		USD	NET30	01/31/2024

Date	Description	Units	Rate	Extended Price
Maintenance: Start: 01/Feb/2024, End: 31/Jan/2025				
	Content Manager Annual Fees	1		\$3,597.30
	Content Manager Core			
	ERP Pro Financials Annual Fees	1		\$50,684.55
	Core Financials			
	Electronic Time Clock Interface			
	Fixed Assets			
	Inventory Control			
	Human Resources Management (Includes Position Budgeting)			
	Project Accounting			
	Purchasing			
	Accounts Receivable			
	Employee Access Pro			
	Applicant Tracking Interface			
	ERP Pro Utilities Annual Fees	1		\$43,128.75
	Work Orders			
	Utility Billing Water/Gas			
	Additional Handheld Meter-Reader Interface			
	Cashiering			
	Meter Data Sync with Scheduler			
	Third-Party Printing Interface			
	Additional Handheld Meter-Reader Interface			
	Call Center			
	Building Projects			
	Cashiering Receipt Import			
	Municipal Justice Annual Fees	1		\$20,447.70
	Court to Police Third-Party Interface			
	Civil Case Manager			
	Collection Agency Export Interface			
	Criminal Case Manager			
	Citation Issuing Device Third-Party Interface			

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-448527	01/01/2024	2 of 2

Questions:

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Email: ar@tylertech.com

Bill To: CITY OF TOMBALL
401 WEST MARKET STREET
TOMBALL, TX 77375

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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
44795 - MAIN - MAIN	190385		USD	NET30	01/31/2024

Date	Description	Units	Rate	Extended Price
------	-------------	-------	------	----------------

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 117,858.30

Sales Tax \$0.00

Invoice Total 117,858.30

Page 112

Cyano Kits

2024 Tomball Regional Health Foundation Funding

City of Tomball Fire Department

Mr. Joe Sykora Jr
1200 Rudel Dr.
Tomball, TX 77375

jsykora@tomballtx.gov
O: 281-351-7101
M: 281-726-1111

Mr. Joe Sykora Jr

1200 Rudel Dr
Tomball, TX 77375

jsykora@tomballtx.gov
O: 281-290-1063
M: 281-726-1111

Application Form

Application Instructions and Information

Congratulations on your advancement to the application stage!

- **Applications will be accepted until 11:59 p.m. on Friday, September 15, 2023.** Late or incomplete submissions will not be accepted. We encourage early submissions, especially if you anticipate needing technical support from TRHF.
- **Technical support will be available until 3:00 p.m. on Thursday, September 14, 2023.**

Using this application:

Please complete the remaining sections of the funding application. The initial sections labelled "LOI" have been populated from your Letter of Interest and are included for reference and are "read only."

This electronic application is made up of multiple sections. To view any section of the form, click on the arrow at the left of the section header bar. Only one section of the form can be viewed at a time. Viewing a new section automatically closes any other. Required questions are marked by an asterisk (*). If at any time you need to save your answers and complete the application later, click on the **SAVE APPLICATION** button at the bottom of this form. A message will appear at the top of your screen indicating the application has been saved.

If you wish to save a PDF file of the questions, use the Question List button at the top of the page.

If you wish to save a PDF file of responses, first save your application, then return to the form and click on the **APPLICATION PACKET** button.

To submit a completed Application, click the **SUBMIT APPLICATION** button at the bottom of this form. Once submitted, changes can no longer be made.

QUESTIONS may be directed to TRHF at 832.559.5511 or info@trhfoundation.org.

Collaborate Feature

The Collaborate button at the top of the page can be used to invite other people to work on this request.

- From the Collaborate pop up, enter the email address of the person you wish to help you with the request.
- Set the Permission to either View (the collaborator can only view forms in the request), Edit (the collaborator can view and edit the request), or Submit (the collaborator can view, edit, and submit the request)
- Include a message about what you are asking your collaborator to do for you and select Invite.
- You can revoke permission at any time.

An email will be sent to the collaborator containing your message, their username, and a link to the log-on page. After clicking this link, they will be brought to the log-on page. If this is their first time logging onto the system, they will be asked to create a password.

After logging onto the system, the collaborator will see this request under the Collaboration Requests tab of their Applicant Dashboard. Here they can select the Edit Application link and complete your instructions.

Collaborate Video Tutorial (1:37)

Organization Information (from LOI)

Tax Exempt Status:

Is your organization a 501c3 or 170c as designated by the IRS?

Organizations applying for funds must be tax exempt under sections 501 (c)(3) or 170 (c) of the Internal Revenue Code and be classified as a public charity under section 509 (a) of the Code.

Yes

Organization Emphasis

How does your organization meet the mission of the Tomball Regional Health Foundation:

"To promote wellness and improve health status for all residents in our communities through programs that enhance the access to health care, preventative care, and health education?"

Select which area(s)

Other

Other Emphasis

If you selected "Other" emphasis, please define it here.

First Response Emergency Medical Care of the Sick and Injured

Mission Statement

Enter your organization's mission statement.

The mission of the Tomball Fire Department is to serve the Tomball Community by protecting life, property and the environment.

Description/Background

- Describe your organization including year founded, staff, volunteers (other than board members), purpose, core services, clients served annually by organization and major accomplishments.
- What is your organization's vision for the next five years?

The Tomball Volunteer Fire Department was founded in 1934, born out of a need to serve the citizens needs for safety and fire suppression. Over the years there have been many changes to the department, beginning in 2002 with the first part-time firefighters being hired. Over the course of the last 21 years the department has evolved into a full-time career fire department staffing a minimum of twelve firefighters per day overseen by one Battalion Chief. Overall the citizens of the City of Tomball and Harris County Emergency Services District 15 have 43 suppression, prevention, and administrative employees ready to protect life, property and the environment. Annually, the department responds to over 2500 calls for service in the 34 square miles that it protects. With the influx of development both inside and outside of the city we expect this number to rise by a minimum of 50% over the next 2 years. The vision of the fire department is to expand with the community's diverse and growing needs. With this vision it constantly allows the administrative staff to evaluate the department, city and extra territorial jurisdiction, weigh the risks and anticipate growth of not only the community, but the department as well.

Total Annual Operating Budget

Please provide the total annual operating budget for your organization's current fiscal year.

\$6,454,450.00

Project Overview (from LOI)

Project Name*

Cyano Kits

Amount Requested

\$10,200.00

Total Project Budget

\$10,200.00

New or Existing Project

Please select if this is a new or existing project.

New

Project Start Date

02/01/2024

Project End Date

02/29/2024

Project Description

If your project is split into multiple requests, please describe each request including the dollar amount per request.

This project is for the initial stock of much needed CyanoKits in the Fire Department. In modern construction, structure fires produce many different chemicals which are emitted within the smoke; one of the most dangerous being cyanide. The products of combustion are emitted not only while the fire is active, but after the fire has been extinguished by our personnel. These toxins are not only dangerous to our firefighters, but the victims of the fire as well. A victim of a structure fire is more likely to die from the toxins emitted in the smoke from the heat of the fire itself.

In the days of old, firefighters and paramedics were provided limited tools and treatment methods for fire victims and firefighters who had suffered from smoke inhalation. In December of 2008, god placed me, as firefighter, in the same room as 3 children, who had accidentally set their kitchen on fire. These 3 children gathered in a bedroom on the opposite side of the house from the kitchen, and were only affected by the smoke. All 3 unconscious children were found by myself and my crew, removed from the house and medical care began in the front yard. During transport they were each administered hydroxocobalamin, better known as a Cyanokit, which is injected via intravenous measures. In the short time from the house to the hospital, each of these children regained consciousness.

Service Delivery Location

Where will services be delivered/provided? (e.g. at your organizations main office, within school district, within clients' homes, etc.)

These cyanokits will be distributed to all supervisor vehicles to ensure that there is always a kit at any scene in which a Tomball Firefighter responds to.

Project Focus Area

Please select all focus areas that apply to your project.

Children
Health & Wellness
Medical/Dental

Other Focus Area

If you chose other above, please define it here.

Goals and Expected Outcomes

Please list the goals and expected outcomes of this project. Include what positive results you anticipate to see in your clients and/or the community due to this program.

It is expected that any patient served by this medication will have an increased likelihood of survival.

Prior TRHF Funding (from LOI)

Previous Funding

Has your organization ever received TRHF funding?

Yes

Prior TRHF Funding List (from LOI)

Previous TRHF Funding Requests

Please list previous funding requests, year applied, approved or declined, and amount awarded if selected. State purpose of previous requests.

Year Requested	Approved/Declined	Amount Awarded	Project Name/Purpose

Additional Organization Information

Board Roster*

Please provide your most current board roster. Limit the information included to the person's name, number of years on board, city of residence, and officer positions (if applicable) for each board member. **e.g. John Garza, 5 years, Tomball, Secretary**

Lori Klein Quinn, 9 Years, Tomball, Mayor

John Ford, 5 Years, Tomball, Councilman Position 1

Mark Stoll, 14 Years, Tomball, Councilman Position 2

Dane Dunagin, 1 Year, Councilman Position 3

Derek Townsend Sr., 14 Years, Councilman Position 4

Randy Parr, 1 Year, Councilman Position 5

Board Chair Contact Info*

Please provide the phone number for your organization's board chair. (e.g. 555-555-5555)

281-351-5484

Board of Director Minutes*

Please upload the minutes from your organization's most recent board meeting.

MEET-Minutes-81cae99685b94506b86853286303f79c.pdf

Full Time Staff*

Please indicate the total number of full time paid staff for the organization.

44

Part Time Staff*

Please indicate the total number of part time paid staff for the organization.

18

Narrative Questions

Please review all questions before answering to avoid redundancy.

Problem or Need*

- Describe the problem or need your funding request will address.

At this time the fire department does not carry the CyanoKits that are utilized in the event of a smoke inhalation incident with a firefighter or a citizen. This grant fund request would allow for the initial stock of these kits to be utilized by the department in the event of a firefighter or citizen fire victim.

People to be Served*

- Describe the population to be served by this request and list the challenges to serving this population.

The population to be served by this grant funding request includes both firefighters and citizens who fall victim to a fire or the products of combustion.

Project Administration*

Describe how you will operate/administer your project?

Once purchased the CyanoKits will be distributed to all apparatus and supervisor vehicles for use on scenes within the response jurisdiction of the Tomball Fire Department.

Project Outcomes*

- Describe how you will track the outcomes of this project.

This project is for the initial stock of much needed CyanoKits in the Fire Department. In modern construction, structure fires produce many different chemicals which are emitted within the smoke; one of the most dangerous being cyanide. The products of combustion are emitted not only while the fire is active, but after the fire has been extinguished by our personnel. These toxins are not only dangerous to our firefighters, but the victims of the fire as well. A victim of a structure fire is more likely to die from the toxins emitted in the smoke from the heat of the fire itself.

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Financial Information

Audited Annual Financial Report*

If your organization has an audited annual financial report, please upload here. If not, please explain.

FY 2021-2022 Annual Financial Report (PDF)_202306061435198416.pdf

Please see the attachment.

Fiscal Year Financial Statement*

Please upload a copy of your last full fiscal year balance sheet and profit & loss statement as one pdf file.
Depending on the timing of your audit, your fiscal year financial statement may be the same as your audited financial statement. If your most current audited statement is older, then it is very important to attach your last fiscal year financial statement.

Budget Report 08.31.2023.pdf

Current Financial Statement*

Please upload a copy of your most current balance sheet and profit & loss statement as one pdf file. *This will be a partial year financial statement.*

Budget Report 08.31.2023.pdf

Financial Statement Explanation

Is there any additional explanation you would like to share regarding your financial statements? For example, your organization has a large budget surplus, but those funds are about to be used for a major facility upgrade.

The entire city financial statement is provided. Please focus on the Fire Department and ESD #15 budgets which can be found on pages 10 and 12 respectively.

Project Budget*

Please upload a copy of the project budget.

Cyanokit Prices - U.S. & International _ PharmacyChecker.com.pdf

Budget Narrative*

Describe in detail how the funds will be used.

The attached prices reflect consumer purchases from local pharmacies. This project however, will utilize the government cooperative purchasing agreements in place with the City of Tomball to find the most economical solution for the grant funded purchase.

Fees*

Does your organization charge for any of the services related to this project?

No

Supporting Documentation

IRS Form 990*

Please upload your organization's most recent IRS Form 990. If there are any significant changes to the positive or negative in your funding sources since filing Form 990, please describe below.

IRS Determination letter and Notarized Statement.pdf Please see the attached statement.

IRS Determination Letter*

Please upload your organization's IRS determination letter certifying your tax exempt status.

IRS Determination letter and Notarized Statement.pdf

Notarized Statement*

Please upload a notarized statement affirming your organization is not a 509(a)(3) Type III supporting organization, signed by the board chair, executive director, or chief executive officer.

IRS Determination letter and Notarized Statement.pdf

Tax Exempt Status Confirmation*

Please upload a signed statement from your board chair, executive director, or chief executive officer certifying your IRS tax-exempt status has not changed and affirming that IRS Form 990 submitted is identical to the one submitted to the IRS.

2023 COT Tax Exempt Certificate.pdf

Project Summary*

Please upload a one-page executive summary of your project for review by the TRHF Board of Directors.

Executive Summary - CyanoKits.docx

Optional Attachments

Please attach any letters of support, Memoranda of Understanding (strongly encouraged for collaborative programs/projects), or other supporting documents here. **If you have multiple documents, they will need to be combined into a single file before uploading.*

Submission Information

End of form information:

- **Note: Once you submit your application, you cannot edit the form. Please review your answers before submitting.** You can click **Save Application** if you need time to review.
- Once submitted, applications will be reviewed, and you will be contacted with any questions.
- You'll be notified early **December 2023** whether your project has been approved for funding.

After you submit this application, please check your email for the submission confirmation.

File Attachment Summary

Applicant File Uploads

- MEET-Minutes-81cae99685b94506b86853286303f79c.pdf
- FY 2021-2022 Annual Financial Report (PDF)_202306061435198416.pdf
- Budget Report 08.31.2023.pdf
- Budget Report 08.31.2023.pdf
- Cyanokit Prices - U.S. & International _ PharmacyChecker.com.pdf
- IRS Determination letter and Notarized Statement.pdf
- IRS Determination letter and Notarized Statement.pdf
- IRS Determination letter and Notarized Statement.pdf
- 2023 COT Tax Exempt Certificate.pdf
- Executive Summary - CyanoKits.docx

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 2, 2024

Topic:

Approve the acceptance of a grant from the Tomball Regional Health Foundation to the City of Tomball Fire Department in the amount of \$10,200.00 for the purchase of Cyano-Kits.

Background:

The Tomball Regional Health Foundation 2024 Grant period has concluded. Included in this grant year are funds to be awarded to the City of Tomball Fire Department for the purchase of Cyano-Kits to be utilized in the event of a firefighter or a citizen who has suffered from smoke inhalation. Cyano-Kits contain a medication called hydroxocobalamin. When injected intravenously hydroxocobalamin counteracts the effects of the chemical compounds found in smoke, essentially eliminating it from the body. This thereby reduces other treatments in the hospital setting, such as hyperbaric treatment.

Origination: Fire Department

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Joe Sykora, Fire Chief

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

Signed:	<u>Joe Sykora</u>	<u>12/27/2023</u>	Approved by:	_____
	Staff Member	Date		City Manager Date