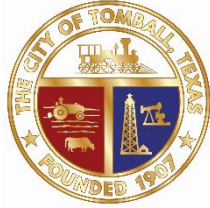


**NOTICE OF CITY COUNCIL REGULAR AGENDA
CITY OF TOMBALL, TEXAS**



**Monday, April 20, 2026
6:30 P.M.**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, April 20, 2026 at 6:30 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 845 0545 6209 Passcode: 593192. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

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

F. Presentations

1. Shelly deZevallos, a congressional candidate for Texas’s 38th District, will introduce herself to the City Council as a prospective representative for the Tomball area.

G. Reports and Announcements

1. Announcements

L. **Upcoming events:**

- April 20-24, 2026 – Spring Cleanup Week will take place from 8:00 a.m. – 4:00 p.m., except Friday, when it ends at 3:00 p.m., and Saturday from 9:00 a.m. – 1:00 p.m., at the old City landfill (1200 Rudolph Rd.).
- April 25, 2026 – Recycling Day from 9:00 a.m. – 1:00 p.m. at Lone Star College-Tomball (South entrance)
- April 25, 2026 – Rails & Tails Mudbug Festival from 11:00 a.m. – 5:00 p.m. at Tomball Depot Plaza
- April 28, 2026 – Blood Drive from 10:00 a.m. – 2:00 p.m. at Fire Station #1
- May 2, 2026 – Tomball Prays Together from 10:00 – 11:00 a.m. at Tomball Depot Gazebo
- May 9, 2026 – 2nd Saturday from 5:00 – 9:00 p.m. at Tomball Depot Plaza

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

H. 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. Consideration of and action on Second Reading - Ordinance No. 2026-09, Repealing and Replacing Article I In General, Article II City Council Division 1, and Article III Division 5 Code of Ethics of Chapter 2, Administration, of the Code of Ordinances, Designated; Providing for Severability, Making Findings of Fact; Providing for Penalty Clauses; and Providing for Other Related Matters.

I. New Business

1. Approve Minutes of April 6, 2026, Workshop/Regular City Council meeting.
2. Approve Resolution 2026-20, a Resolution of the City Council of the City of Tomball, Texas, Designating the Chief of Police as the Authorized Official/Program Director of the City for Grants for the Motor Vehicle Crime Prevention Authority Auxiliary Grant Program and Execute the Necessary Documents, and Designating the Finance Director as the Finance Officer for the Motor Vehicle Crime Prevention Authority Auxiliary Grant.
3. Conduct a public hearing and consideration to approve a request by Tim Littlefield LLC to abandon of an unimproved street right-of-way between Lot 1 Block 1 of Tim Littlefield LLC and Lot 1 Block 2 of Tim Littlefield LLC, being 0.324 acres of land situated in the Jessie Pruitt Survey A-629, and in the Tim Littlefield LLC plat as recorded in file 704839 of the map records of Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2026-08, an Ordinance of the City of Tomball, Texas, finding and determining that public convenience and necessity no longer requires the continued existence of an unimproved street right-of-way between Lot 1 Block 1 of Tim Littlefield LLC and Lot 1 Block 2 of Tim Littlefield LLC, being 0.324 acres of land situated in the Jessie Pruitt Survey A-629, and in the Tim Littlefield LLC plat as recorded in file 704839 of the map records of Harris County, Texas; vacating, abandoning, and closing said portion of such unimproved street right-of-way; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the City's interest in said unimproved street right-of-way; and containing other provisions relating to the subject.
4. Approve an agreement with Environmental Designs, Inc. for tree growing and planting for the streetscape improvement project along Main Street/FM 2920 for a total purchase amount not-to-exceed \$1,549,702 (RFP No. 2026-06), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 Capital Improvement budget.
5. Approve a services agreement renewal with Evolve Power Generation for generator preventive maintenance and repairs through a Choice Partners cooperative purchasing contract (Contract No. 17-020CG-04) for a not-to-exceed amount of

\$105,000, 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 2025-2026 budget and will be allocated in the fiscal year 2026-2027 budget.

6. 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; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

J. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 14th day of April 2026 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

Thomas Harris III, TRMC
City Secretary

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: April 20, 2026

Topic:

Shelly deZevallos, a congressional candidate for Texas's 38th District, will introduce herself to the City Council as a prospective representative for the Tomball area.

Background:

Origination: Mayor

Recommendation:

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

Shannon Bennett, 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 _____
Staff Member Date

Approved by _____
City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: April 20, 2026

Topic:

Upcoming events:

- April 20-24, 2026 – Spring Cleanup Week will take place from 8:00 a.m. – 4:00 p.m., except Friday, when it ends at 3:00 p.m., and Saturday from 9:00 a.m. – 1:00 p.m., at the old City landfill (1200 Rudolph Rd.).
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- May 9, 2026 – 2nd Saturday from 5:00 – 9:00 p.m. at Tomball Depot Plaza

Background:

Origination: Marketing Department

Recommendation:

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: April 20, 2026

Topic:

Consideration of and action on Second Reading - Ordinance No. 2026-09, Repealing and Replacing Article I In General, Article II City Council Division 1, and Article III Division 5 Code of Ethics of Chapter 2, Administration, of the Code of Ordinances, Designated; Providing for Severability, Making Findings of Fact; Providing for Penalty Clauses; and Providing for Other Related Matters.

Background:

Staff was directed to update the Code of Ethics, originally adopted in 1993, to keep it current, clear, and aligned with best practices in governance, accountability, and transparency. A draft policy was presented for review at the April 21, 2025 Council meeting, and feedback was requested from Council members.

On June 2, 2025, an ordinance was introduced on first reading, outlining proposed revisions to the City of Tomball's ethics rules and procedures. After further review, staff determined the legislative intent was to repeal and replace specific articles and sections in Chapter 2 of the Code of Ordinances, not the entire chapter. On January 5, 2026 staff and City Council restarted the process to revise the Code of Ethics. During the February 16, 2026 meeting, Council directed staff to include censure procedures in the Code of Ethics.

The first reading was presented on April 6, 2026 and passed unanimously by City Council.

Origination: Thomas Harris III

Recommendation:

Approve Ordinance No. 2026-09 on second reading.

Party(ies) responsible for placing this item on agenda: David Esquivel, PE, Thomas Harris III, Shannon Bennett, and Loren Smith

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. 2026-09

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS REPEALING AND REPLACING ARTICLE I IN GENERAL, ARTICLE II CITY COUNCIL DIVISION 1, AND ARTICLE III DIVISION 5 CODE OF ETHICS OF CHAPTER TWO, ADMINISTRATION OF THE CODE OF ORDINANCES, DESIGNATED; PROVIDING FOR SEVERABILITY, MAKING FINDINGS OF FACT; PROVIDING FOR PENALTY CLAUSES; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, the City of Tomball, Texas (the “City”) is a home-rule municipality pursuant to sect 5, article 11 of the Texas constitution and as such, is vested with the power of local self-government; and

WHEREAS, the City desires to amend Article I In General, Article II City Council Division 1, and Article III Division 5 Code of Ethics, the Code of Ordinances;

WHEREAS, the City Council finds it to be in the best interest of the health, safety and welfare of its residents to amend its code of ordinances as set forth herein; now therefore,

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

Section 1. The findings contained in the preamble of this Ordinance are hereby found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Article I In General, Article II City Council Division 1, and Article III Division 5 Code of Ethics, of Chapter Two, Administration, is hereby repealed and replaced with the language contained hereto:

ARTICLE I. IN GENERAL

Sec. 2-1. Organization

The governing body of the City shall consist of the Mayor and five (5) members of the city council (“Council”). The Mayor is elected in the city at large, and the members of the city council are elected at large by positions 1,2, 3, 4, and 5. The Mayor shall be the presiding officer for the Council meetings and, pursuant to the City’s Charter, shall only vote in the event of a tie.

Secs. 2-2—2-18. Reserved.

ARTICLE II. CITY COUNCIL

DIVISION 1. GENERALLY

Sec. 2-19. Compensation of elected officials.

In accordance with the city Home Rule Charter, section 6.04, compensation, effective October 1 of each year, beginning November 6, 2007, the stipend/compensation for the mayor and members of city council shall be, as follows:

- (1) The monthly stipend for the mayor shall be \$750.00 per month.
- (2) The mayor and each member of the city council shall receive compensation, per person, of \$100.00 per regular, special or workshop meetings attended each month. Should any such meetings be scheduled back-to-back, they shall be construed to be one meeting.
- (3) The mayor and members of the city council shall also be reimbursed for actual expenses incurred while on official city business.
- (4) Compensation shall be reviewed annually for budget adjustments and figures shall be indexed to the Bureau of Labor Statistics, Consumer Price Index for Houston, or a similar index during the budget process.

Sec. 2-20. Conflict of interest.

No member of the city council shall be the surety of any person having any contract, work or business with the city, for the performance of which security may be required, nor be security on the official bond of any officer of the city.

Sec. 2-21. Removal.

Any member of the city council may be expelled or removed from office in the manner prescribed by law by the concurrent vote of two-thirds of all the members elected.

Sec. 2-22. Rules of procedure.

- (a) ***Adopted.*** The following rules of procedure (the "rules") are adopted by the city council (the "council") in accordance with section 6.13 of the city Charter. These rules shall govern all meetings and proceedings of the city council, the order of business, and the conduct of city councilmembers and persons in attendance at such meetings. Additionally, these principles, parliamentary procedures and rules for citizen participation shall be adhered to by all city commissions, boards and committees, to the extent such rules of procedure are not inconsistent with the public business to be conducted by such a body.
- (b) ***Purpose and guiding principles.*** These rules are simple and meant to be kept simple. Strict technical rules tend to impede rather than advance the legislative process. Reason, common sense and cooperation must prevail in the conduct of city business. Dissent and debate are essential and beneficial elements of our system of free and open government, but rules should not

be used to hinder the process, however the ultimate outcome is viewed by an individual or group.

(c) **Meetings.** The following types of meetings may be held:

(1) **Regular meetings.** The Council shall hold no less than two regular meetings per month in accordance with Section 3.08 of the City Charter. Regular meetings shall be held at dates and times adopted by City Council Resolution and shall generally be on the 1st and 3rd Monday of each month at a time agreeably set by a consensus of the City Council. Unless designated otherwise, meetings of the City Council shall take place in the Council Chambers of City Hall, and the public is invited to attend the meetings. If the Council meets at a place or time other than its regular meeting place, then public notice to such effect shall be posted in accordance with the Texas Open Meetings Act.

(2) **Special meetings.** A special meeting may be called upon written request of the Mayor or any two (2) council members. Notice of special meetings must be posted in accordance with the Texas Open Meetings Act.

(3) **Workshop meetings.** In accordance with section 6.12 of the Charter, additional workshop meetings may be called upon written request of the mayor or any three councilmembers. If a majority of the city councilmembers at a public meeting request a subsequent workshop meeting, a workshop meeting shall be scheduled at the earliest

practical time as requested. The council meeting minutes reflecting the request to call a workshop meeting shall also reflect the scheduled date and time of such workshop meeting.

- a. The purpose of a workshop meeting is to give council the opportunity to discuss in depth or explore in detail subjects of interest to the city.
- b. No action items shall be placed on the agenda for a workshop meeting.
- c. Workshop meetings shall begin promptly at the time designated and may precede a regular or special meeting. If circumstances reasonably require a different starting time or a different date, such circumstances shall be stated on the meeting agenda.
- d. As circumstances require, public hearings may be held at workshop meetings for the convenience of the public.
- e. Except in unusual circumstances, which shall be stated on the meeting agenda, workshop meetings will be held at the city hall.

(4) ***Public meetings.*** All meetings of the city council are open to the public, in compliance with the Texas Open Meetings Act. Further, the city council may conduct executive sessions in compliance with the Texas Open Meetings Act.

(5) ***Joint meetings.*** The Council may hold Joint Meetings with various Boards, Commissions, and/or various governmental entities that share a community interest with the City. Such meetings shall be scheduled for a specific purpose or goal, agreed to by the City and the other board or entity prior to the meeting and posted in accordance with the Texas Open Meetings Act.

(6) ***Executive sessions.*** Pursuant to the Texas Open Meetings Act, the Council may conduct closed meetings that are not open to the public when the following matters are considered:

- a. Consultation with an attorney regarding pending or contemplated litigation; a settlement offer; or to receive advice on legal matters not associated with litigation;
- b. Deliberations associated with the sale, purchase or exchange of real property;
- c. Personnel matters;
- d. Deliberations regarding security matters;
- e. Deliberations regarding economic development

negotiations; or

- f. Any other purpose permitted by the Texas Open Meetings

Act.

The purpose of an executive session shall be stated in the motion to call the closed session. Any action taken on a matter discussed in executive

session shall occur in an open meeting following the deliberation in closed session.

- (d) **Attendance.** Serving on the City Council is a privilege that carries with it the responsibility to represent constituents through participation in Council meetings. Attendance at council meetings is critical to fulfillment of this responsibility and accountability to public. Therefore, Council members unable to attend a Council meeting shall be required to contact the City Secretary's Office no less than two (2) hours prior to the meeting, stating the reason for such absence. The City Secretary shall inform the Council of the reason for the member's absence prior to the City Council meeting. For Regular meetings of the City Council, an agenda item shall be placed on the next Regular meeting agenda following the Council members absence for City Council to consider whether the absence is excused or unexcused. Failure to comply with the notification provisions of this section, except in cases of emergency, may result in an unexcused absence.

An excused absence from a council meeting is when a council member notifies the council in advance and provides a valid reason for their inability to attend. The definition of an excused absence is typically outlined in the council's bylaws, rules of procedure, or local government policies.

Common Reasons for Excused Absences:

- (1) Illness or medical emergency (personal or immediate family)
- (2) Family emergencies or obligations

- (3) Pre-approved travel for official government business or personal reasons
- (4) Unavoidable work commitments
- (5) Military service
- (6) Other reasons deemed acceptable by the council

An unexcused absence from a council meeting occurs when a council member fails to attend without providing prior notice or a valid reason as defined by the council's bylaws, rules of procedure, or local government policies.

Common Reasons for an Unexcused Absence:

- (1) Failure to notify the Mayor, Chair, or City Secretary in advance
- (2) No valid reason provided under council guidelines
- (3) Repeated or chronic absences without justification
- (4) Skipping a meeting for personal convenience without approval

- (e) **Agenda.** The City Manager and the City Secretary, with consultation and concurrence of the Mayor, shall prepare an agenda for business to be considered at each regular Council meeting. It shall be the practice of the City to include on any regular Council meeting agenda all items that are deemed appropriate by the City Manager, the Mayor, or any two (2) Members of the City Council.

Members of the City Council desiring to make individual presentations or sharing of information, outside of material provided in the agenda packet, regarding any posted agenda items shall submit the additional presentation material to the City Manager by noon on the day of the meeting.

For the Mayor or any two (2) Councilmembers to have an item placed on the regular meeting agenda, the request shall be in writing and shall be filed with the City Manager no later than noon on the 7th business day before the regular meeting at which it is requested for consideration. If the filing is later than noon on the 7th business day before the regular meeting, the item shall be placed on the agenda of the next regular meeting, unless the Mayor and/or City Manager determine that delaying the requested item would be contrary to the City's best interest. The Agenda for the City Council Regular Meetings shall be developed by the City Manager and published by the City Secretary in the manner generally prescribed as follows:

- (1) Call to Order
- (2) Invocation
- (3) Pledges of Allegiance to the United States of America flag
and Texas flag
- (4) Public Comments
- (5) Recognition and Awards (if required) *
- (6) Reports & Announcements
- (7) Old Business Consent Agenda
- (8) Matters Removed from Old Consent Agenda

- (9) New Business Consent
- (10) Matters Removed from New Consent Agenda
- (11) New Business
- (12) Executive Session (if required)
- (13) Adjournment

*At the discretion of the Mayor, special recognitions and awards may be presented prior to the Call to Order for a City Council meeting.

- (f) ***Quorum.*** Four (4) members of the Council, one of whom may be the Mayor, shall constitute a quorum for conducting business, unless otherwise prescribed by law. A quorum for conducting business can be achieved with the presence of the Mayor and three (3) councilmembers; or, in the absence of the Mayor, four (4) councilmembers. **Outside of posted meetings, three (3) members of Council shall be considered a quorum for the purposes of determining a “Walking Quorum” under Section 551.143 of the Open Meetings Act.**
- (g) ***Parliamentary procedure.*** In all council meetings, Robert's Rules of Order Newly Revised shall, to the extent feasible, govern the proceedings of Council.
 - (1) **Vote.** The presiding officer shall call for a vote. The presiding officer or any other member may request a roll call vote at any time, including immediately after a voice vote. Except for the "majority vote of the members present"

provided for in applying these procedural rules, any action by council shall require the affirmative vote of three or more members of the council (the mayor has a binding vote only in the case of a tie), in accordance with section 6.13 of the Charter. A councilmember shall state the reason for an abstaining vote, in accordance with section 6.13 of the Charter.

- (2) Recessed meetings. Recessing a meeting is not a favored practice. However, if circumstances require, any meeting of the council may be recessed to a later time, provided that no recess shall be for a longer period than until the next scheduled meeting. Prior to the recess the presiding officer shall announce the time, date and subjects of the meeting to be reconvened. A new agenda shall be posted for the reconvened meeting, making clear reference to the recessed meeting. The presiding officer may declare the meeting recessed without waiting for a motion. A member may move to recess under the same conditions. When the meeting is recessed, the meeting is immediately halted. The motion by a member is not debatable and a majority vote of the members present is required for passage.

(3) Motion to adjourn. If there is no further business to consider, the presiding officer may declare the meeting adjourned without a motion.

(4) *Voting.*

a. Unless otherwise provided by City Charter, law or ordinance, the affirmative vote of the majority of those councilmembers present shall be necessary to adopt any item on an agenda.

b. It is the duty of each councilmember who has an opinion on an item presented for consideration and vote to express it by a vote to approve or deny the item. It is recognized that parliamentary procedure affords members of the City Council the right to abstain from voting on an item instead of voting to approve or deny the item. To maintain public transparency, any councilmember abstaining from a vote on an item shall state the purpose for the abstention which shall be entered into the City's official record.

c. If any member of the city council abstains without a cause, the vote will be recorded as a nay vote.

d. Any councilmember who abstains from voting due to a conflict of interest shall recuse themselves and leave the room during the discussion and subsequent vote.

- (h) ***Members of the City Council decorum and debate.*** Robert's Rules of Order Newly Revised shall, to the extent feasible, govern the proceedings of Council. The City Attorney shall act as Parliamentarian for Council meetings.
- (i) ***Duties of mayor or presiding officer.*** At all meetings, it is the responsibility of the presiding officer to use the rules of procedure appropriately so that good order and reasonable decorum are maintained and the business of the meeting goes forward. The presiding officer's duties include:
- (1) Calling the meeting to order at the time set.
 - (2) Following the agenda and clarifying to the members what is being voted on at all times.
 - (3) Ensuring that the rules and procedures for the conduct of meetings are followed.
 - (4) Dealing firmly with whispers, commotion, disruptions and frivolous motions.
 - (5) Ensuring that debate is confined to the merits of the question and that personal comments are avoided.
 - (6) Ensuring that the rules for citizen participation are followed.
 - (7) Remaining calm and dealing fairly with all sides of an issue, regardless of personal opinion.
 - (8) Ensuring that city business is handled expeditiously during council meetings.

(j) ***Citizens' participation at meetings.*** Rules for speakers:

- (1) *Time limit.* The presiding officer, or the city council by majority vote of the councilmembers present, may set a reasonable time limit for any citizen or person in attendance who desires to address the council or speak at a meeting.
- (2) *Identification.* All members of the public speaking before council shall preface their statements with their name and home address for the record.
- (3) *Speaking from the podium.* All speakers must come to the podium, unless the presiding officer permits speakers to make their statements from their seat in the meeting room.
- (4) *Spokesperson.* Speakers with similar or common interests are encouraged to select someone to act as a spokesperson in order to move the proceedings along. The presiding officer may urge the implementation of this rule at any time.
- (5) *Public comments and receipt of petitions; public hearings.* Citizens will be allowed to speak at a meeting; however, before a member of the public may address city council or speak at a meeting, the presiding officer must first recognize the member of the public who wishes to speak and announce that the person may proceed. Any person desiring to be heard by the city council regarding an item on an agenda shall be heard during that part of the meeting reserved for

public comments and receipt of petitions, or as scheduled for a public hearing.

- a. All members of the audience addressing the Council ("Speaker") shall direct their remarks to the person in charge of the meeting ("Chair").
 - b. No Speaker shall address the Council unless recognized by the Chair for that purpose.
 - c. Remarks shall be limited to those pertaining to matters before the City Council, to City business or policy, or to issues of community concern or interest. Profane, vulgar or abusive language or personal attacks will not be tolerated. If not followed consequences include:
 - Verbal Warning – The presiding officer (e.g., the Mayor or Council Chair) may issue a warning to the individual, reminding them of decorum rules.
 - Removal from the Meeting – Law enforcement or security personnel may be asked to escort the disruptive individual out of the meeting.
- (a) Ban from Future Meetings – In some cases, repeat offenders may be prohibited from attending future Council meetings for a specified period.

- Legal Consequences – If the language includes threats or harassment, the individual may face criminal charges such as disorderly conduct or trespassing.

d. No Speaker shall continue to address the Council after being informed by the Chair that the Speaker's time for addressing the Council has expired.

e. The Speaker shall be limited to 3 minutes to address the Council. If a single individual has been designated, on behalf of a larger group, to speak for the group, then such individual shall be allowed a maximum of 5 minutes to speak. The Chair has the authority to grant additional time, if requested by a Speaker, for good cause. At the end of the Speaker's allotted time, the Chair shall direct the Speaker to wrap up and the Speaker shall not exceed 1 additional minute of speaking time.

f. Council shall not respond to Speakers

(7) *Scheduled speakers.* Speakers may request, in writing, an opportunity to be placed on the agenda to speak at a meeting concerning a specific matter, as identified in their written request. Written requests to be placed on the agenda to speak must be delivered to the city secretary, or the city secretary's

designee, by 12:00 noon on the 7th business day preceding the regular, special or workshop meeting of the city council. In the event that the number of speakers who request to be scheduled on the agenda indicates that the comments will be lengthy or repetitious, the presiding officer may schedule such matter for a public hearing or make other appropriate arrangements to ensure that the conduct of the city's business is not unduly impeded.

- (8) *Speaking during consideration of agenda items.* The presiding officer at his own discretion, or by majority vote of the councilmembers present, may recognize a person or persons in attendance and allow such persons to speak prior to consideration and discussion of an agenda item by the city council. Any further discussion of the same matter shall likewise be at the discretion of the presiding officer, or by majority vote of councilmembers present.
- (9) *Rules not to restrict the city.* These rules for speakers will not be construed or applied in such a manner that they restrict the ability of the mayor, or the city council by majority vote of the members present, to reasonably limit or expand the debate and discussion of any item, when necessary in the city's best interest.

Sec. 2-23. Investigative body.

The city council shall have the power to call special meetings of the city council and to conduct itself as an investigative body for the purpose of inquiring into the official conduct of any department, agency, office, officer, or employee of the city. The investigative body shall be chaired by the mayor and, in the absence of the mayor, by the mayor pro tem. The investigative body shall conduct itself in accordance with Robert's Rules of Order, Newly Revised as provided for all city council meetings.

Sec. 2-24. Powers.

- (a) The city council, when sitting as an investigative body, shall have the power to administer oaths, subpoena witnesses, compel the production of books, papers, and other evidence, material to the inquiry being conducted by the city. The city council shall have the power to issue subpoenas for witnesses and for evidence.
- (b) Subpoenas shall be served and returned in accordance with the Texas Criminal Procedure Code and Rules. A subpoena shall be served by reading the same in the hearing of the witness or by delivering a copy of the subpoena to the witness. The officer having the subpoena shall make due return thereof, showing the time and manner of service, if served, and, if not served, he shall show in his return the cause of his failure to serve it; and if the witness could not be found, he shall state the diligence he has used to find him and what information he has as to the whereabouts of the witness.
- (c) If a witness has in his possession any instrument of writing or other item desired as evidence or subpoenaed by the city council, the subpoena shall specify such evidence and direct that the witness bring the same with him

and produce it before the city council. All such subpoenas shall be issued by the city secretary, the city secretary shall sign the subpoena and indicate on it the date it was issued and the city secretary shall sign as attesting that the subpoena was issued at the insistence and request of the city council.

Sec. 2-25. Penalty for failure to obey subpoenas.

- (a) If a witness refuses to obey a subpoena, he shall be found to be in contempt. Upon a finding of contempt, he may be fined at the discretion of the city council in an amount not exceeding \$200.00 for each day in which the subpoena is not answered.
- (b) The witness shall be found guilty of contempt for refusing to obey the subpoena if the witness is not in attendance before the city council on the day set apart for taking up the matter specified in the subpoena or if he is not in attendance at any other time named in the subpoena or if he refuses, without legal cause, to produce evidence in his possession which he has been summoned to bring with him and produce.

Secs. 2-26—2-53. Reserved.

Article III – Officers and Employees

DIVISION 5. CODE OF ETHICS

Sec. 2-210. Declaration of policy.

- (a) It is hereby determined by the city council of the city, that the proper operation of government requires that public officers and employees be independent and impartial; that the government's decisions and policies be

made within the proper channels of the governmental structure; that a public office not be used for personal gain; and that the public have confidence in the integrity of its government and its governmental officials.

- (b) The purpose of this Code is to enumerate existing state laws which regulate the conduct and activities of city officers and employees, and to promulgate such additional minimum standards as are deemed necessary and appropriate to ensure the faithful and impartial administration of the city's government.

Sec. 2-211. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City employee means any person employed by the city, including those individuals employed on a part-time basis.

City officer means the mayor, members of the city council, the city manager, city secretary, municipal court judge and clerk, alternate judges, and substitute judges, and each member and alternate member of all of the city boards, commissions and committees.

City official means a city officer or city employee.

Sec. 2-212. Ethical principals.

The following code of ethics for all city officers and employees is adopted. To further the objectives of this code of ethics, certain ethical principles shall govern the conduct of every officer or employee, who shall:

- (a) Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and confidence of the citizens of the city;
- (b) Recognize that the chief function of local government at all times is to serve the best interests of all of the people;
- (c) Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources;
- (d) Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the council or the city. Do not seek or accept gifts or special favors; believe that personal gain by use of confidential information or by misuse of public funds or time is dishonest;
- (e) Recognize that public and political policy decisions, based on established values, are ultimately the responsibility of the city and city council; and
- (f) Conduct business in open, duly noticed meetings in order to be directly accountable to the citizens of the city. It is recognized that certain exceptions are made by the state for executive sessions; however, any action as a result of that type of meeting will be handled later in open session.

Sec. 2-213. Ethical standards.

In order to more fully effectuate the policy declared in this code of ethics, to ensure that all city officials act and conduct themselves both inside and outside the city's service so as to give no occasion for distrust of their integrity, and to avoid even the appearance of impropriety by any city official, the following standards of conduct are adopted.

- (a) It is the official policy of the City that:
- (1) City officials shall be independent, impartial, and responsible to the citizens of the City;
 - (2) City officials shall not have a financial interest, and shall not engage in any business, transaction, or professional activity, or incur any obligation that conflicts with the proper discharge of their duties for the city in the public interest;
 - (3) The principles of personal conduct and ethical behavior that should guide the behavior of city officials include:
 - a. A commitment to the public welfare
 - b. Respect for the value and dignity of all individuals;
 - c. Accountability to the citizens of the city;
 - d. Truthfulness; and
 - e. Fairness.
 - (4) Under such principles of conduct and ethical behavior, City officials should:
 - a. Conduct business with integrity and in a manner that merits the trust and support of the public;
 - b. Be responsible stewards of the taxpayers' resources; and
 - c. Take no official actions that would result in personal benefit in conflict with the best interests of the city.
 - (5) To implement the purpose and principles described herein, the Council has enacted rules of ethical conduct to govern city officials

(6) In order to adopt standards of disclosure and transparency in government, and to promote public trust in government, the City Council adopts the following guidelines regarding public disclosure of information related to Councilmember compliance with state and local law:

a. The City shall maintain a City Council Public Disclosure Webpage ("Public Disclosure Page"), with a direct link, visible from the City's homepage and individual Councilmember bio pages, containing public disclosure information for each City Councilmember; and

b. Each Councilmember Disclosure Page shall include public disclosure of the following information:

1. All campaign finance reports required by state law; and

2. All conflicts or ethical disclosures required by state or local law; and

a copy of awarded contracts for which the Councilmember was required, by local or state law, to file a conflicts affidavit and abstain from participation in discussion of and any vote related to the contract.

(b) ***Grant of special consideration.*** Council members shall not grant special treatment, consideration, or advantage to any individual, business, or group beyond what is available to all. Exceptions include specific programs or incentives, must be explicitly authorized by the City Council.

(c) ***Appearances on behalf of private interests.*** Council members shall not represent or advocate for private interests before a City body (Council,

boards, commissions) regarding matters over which they have discretionary authority. They shall also refrain from representing or participating in any litigation involving the City.

- (d) ***Securing special privileges.*** No city official shall use his official position to secure special privilege or exemption for himself or others.
- (e) ***Gifts.*** In accordance with state law, Council members shall not accept any gift, favor, or benefit that could reasonably influence their official duties or that is offered with the intent to influence or reward their official conduct.
- (f) ***Disclosure or use of confidential information.*** Council members must not disclose or use any confidential information gained through their position to further their personal interests or the interests of others.
- (g) ***Incompatible outside activities.*** No city official shall engage in any outside activity which will conflict with, or be incompatible with, the city office or employment.
- (h) ***Incompatible employment.*** No city official shall accept outside employment which is incompatible with the full and proper discharge of his duties and responsibilities with the city, or which might impair his independent judgment in the performance of his public duty.
- (i) ***Use of city property for personal use.*** No city official shall use city supplies, equipment, vehicles or facilities for any purpose other than the conduct of official city business, unless otherwise specifically provided for by law, ordinance or city policy.

- (j) ***Official Oppression.*** A City official may not knowingly mistreat, unlawfully arrest, detain, search, seize, dispossess, assess, or place a lien on someone. They also cannot intentionally deny or interfere with a person's rights, privileges, or protections, knowing their actions are unlawful, or subject anyone to sexual harassment. 39.02, Penal Code.
- (k) ***Nepotism.*** City officials may not appoint or vote to appoint a person related to them (within the second degree by affinity or third degree by consanguinity) or to another board member, if the position is paid with public funds. This does not apply if the related person has been continuously employed:
 - (1) at least thirty (30) days, if the officer or member is appointed, or
 - (2) at least six (6) months, if the officer or member is elected.

Sec. 2-214. State laws governing conduct.

- (a) ***Conflicts of interest.***
 - (1) Pursuant to V.T.C.A., Local Government Code, ch. 171, a local public official having a substantial interest in a business entity or piece of real property must file, before any vote or decision is made on any matter affecting the business entity or real property, an affidavit stating the nature and extent of the interest. The official must file the affidavit with the city secretary, and is required to abstain from any further participation in the matter if:

- a. The proposed action would have a special economic effect on the business entity that is distinguishable from the effect on the public; or
 - b. It is reasonably foreseeable that the action would have a special economic effect on the value of the real property which is distinguishable from its effect on the public. An exception to the abstention rule is provided in cases where a majority of members of the entity are likewise required to and do file affidavits.
- (2) A substantial interest in a business entity exists when the official:
- a. Owns ten percent or more of the voting stock or shares of the business entity;
 - b. Owns ten percent or more or \$5,000.00 or more of the fair market value of the business entity; or
 - c. Has received from the business entity funds which exceed ten percent of the official's gross income for the prior year.
- (3) A substantial interest in real property exists when the official has an equitable or legal interest in such property which has a fair market value of \$2,500.00 or more.
- (4) A local public official means a member of the city council or other official of the city, paid or unpaid, who exercises responsibilities which are more than advisory only. A business entity means any entity recognized by law.

- (5) It is an offense for a local public official to act as a surety for a business entity that is contracting with the city, or to act a surety on any official bond required of an officer of the city.

State law reference(s)—Similar provisions V.T.C.A., Local Government Code § 171.003.

- (6) A local public official is considered to have a substantial interest if a person related to the official in the first degree by consanguinity or affinity has a substantial interest.

State law reference(s)—Similar provisions, V.T.C.A., Local Government Code § 171.002(c).

- (7) The provisions of V.T.C.A., Local Government Code, ch. 171, are in addition to any other municipal charter provisions or municipal ordinances defining and prohibiting conflicts of interest.

(b) ***Bribery.*** It is unlawful for a city official to accept or agree to accept:

- (1) Any benefit as consideration for a decision, opinion, recommendation, vote or other exercise of discretion as a public servant;
- (2) Any benefit as consideration for a decision, vote, recommendation or other exercise of official discretion in a judicial or administrative proceeding; or
- (3) Any benefit as consideration for a violation of a duty imposed by law on a public servant.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 36.02.

(c) ***Gifts to public servants.***

- (1) It is unlawful for a city official to solicit, accept or agree to accept any benefit from a person the official knows is subject to regulation, inspection or investigation by the official or the city.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 36.08(a).

- (2) In the event of litigation involving the city, it is unlawful for any city official to solicit, accept or agree to accept any benefit from a person against whom the official knows litigation is pending or contemplated by the official or the city.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 36.08(c).

- (3) It is unlawful for a city official who exercises discretion in connection with contracts, purchases, payments, claims or other pecuniary transactions of government to solicit, accept or agree to accept any benefit from a person the official knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 36.08(d).

- (4) It is unlawful for a city official who has judicial or administrative authority, is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decision, to solicit, accept or agree to accept any benefit from a person the official knows is interested in or likely to become interested in any matter before the official or tribunal.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 36.08(e).

- (5) **Exceptions to gifts to public servants.** The provisions of V.T.C.A., Penal Code § 36.08, described in subsections (c)(1) thru (4) of this section, do not apply to:
- a. Fees prescribed by law to be received by the public official or any other benefit to which the official is lawfully entitled and for which the official has given legitimate consideration;
 - b. Gifts or other benefits conferred on account of kinship or personal, professional, or business relationships independent of the official's status with the city;
 - c. Certain honorariums in consideration of legitimate services;
 - d. Benefits consisting of food, lodging, transportation or entertainment accepted as a guest and reported as required by law; or
 - e. Benefits for which statements must be filed pursuant to V.T.C.A., Election Code §§ 251.011 and 251.012, if the benefit and source of any benefit exceeding \$50.00 is reported and the benefit is used solely to defray expenses which accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the city.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 36.10.

- (d) ***Tampering with governmental records.*** It is unlawful for any person to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use any record, document, or thing with knowledge of its falsity with the intent that it be taken as a genuine governmental record, or to intentionally destroy, conceal, remove or otherwise impair the verity, legibility or availability of a governmental record.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code, § 37.10.

- (e) ***Impersonating public servant.*** It is unlawful for any person to impersonate a city official with intent to induce another to submit to his pretended official authority or to rely on his pretended official acts.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 37.11.

- (f) ***Misuse of official information.*** It is unlawful for a city official, in reliance on information to which he has access as a result of his office and which has not been made public, to acquire or aid another in acquiring a pecuniary interest in any property, transaction or enterprise that may be affected by the information or to speculate or aid another in speculating on the basis of the information.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 39.03.

- (g) ***Disrupting meeting or procession.*** It is unlawful for any person, with intent to prevent or disrupt a lawful meeting, to obstruct or interfere with the meeting by physical action or verbal utterance.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 42.05.

- (h) ***Official oppression.*** It is unlawful for a city official to intentionally subject another to mistreatment or to arrest, detention, search, seizure, dispossession, assessment or lien that he knows is unlawful, to intentionally deny or impede another in the exercise or enjoyment of any right, privilege, power or immunity, knowing his conduct is unlawful, or to intentionally subject another to sexual harassment.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 39.02.

- (i) ***Official misconduct.*** It is unlawful for a city official, with intent to obtain a benefit or with intent to harm another, to intentionally or knowingly violate a law relating to his office or employment or to misapply any thing of value belonging to the government that has come into his custody or possession by virtue of his office or employment.

State law reference(s)—Similar provisions, V.T.C.A., Penal Code § 39.01.

- (j) ***Nepotism.*** The following provisions shall apply:
- (1) It is unlawful for any city official to appoint, or vote for the appointment, to any office, employment or duty, of any person related within the second degree by affinity or within the third degree by consanguinity to the person so appointing or so voting, or to any other member of a board or governing body to which the person so voting or appointing may be a member, when the salary, fees or compensation of such appointee is to be paid out of public funds. An exception is provided for persons who have been continuously employed in such office, employment or duty for the

following periods prior to the election or appointment, as applicable, of the officer or member related to such employee in the prohibited degree:

- a. At least 30 days, if the officer or member is appointed; or
 - b. At least six months, if the officer or member is elected.
- (2) When a person is allowed to continue in an office, position or duty because of an exception above, the officer who is related to such person in the prohibited degree shall not participate in the deliberation or voting upon the appointment, reappointment, employment, confirmation, reemployment, change in status, compensation or dismissal of such person, if such action applies only to such person and is not taken with respect to a bona fide class or category of employees.

Charter reference(s)—Similar provisions, § 6.05.

State law reference(s)—Similar provisions, V.T.C.A., Government Code § 573.041.

- (k) ***Disclosure of interest in property.*** It is unlawful for a city official, or a person elected, appointed or employed as a city official but for which office such person has not yet qualified, to fail to make public disclosure of any legal or equitable interest he may have in property which is acquired with public funds, provided such official has actual notice of the acquisition or intended acquisition. The public disclosure required is the filing of an affidavit with the county clerks of all counties in which the property is

located and wherein the official resides at least ten days prior to the acquisition.

Charter reference(s)—Conflict of interest in city contracts, § 6.07.

State law reference(s)—Similar provisions, V.T.C.A., Government Code § 553.02.

Sec. 2-215. Complaints Against Officials.

(a) Officials and staff have a duty to report suspected violations of law or this article as set forth herein. All complaints or allegations of a violation of this code of ethics against an official shall be made in writing on a form provided by the city clerk, sworn to before a notary public, and filed on record with the city clerk. Such complaint shall describe in detail the act or acts complained of and the specific section(s) of this code of ethics alleged to have been violated. A general complaint lacking in detail shall not be sufficient to invoke the investigation procedures contained herein; and anonymous complaints shall not be considered.

(1) The city clerk shall provide a copy of the complaint to the implicated official and the city council, and immediately refer the complaint to the city attorney, who shall initially review the complaint to determine if the complaint contains sufficient detail and alleges a violation of the code of ethics.

(2) The affected official may file a written response to the complaint within seven (7) business days after the complaint is filed with the city clerk, who shall forward the response, if any, to the city attorney.

(3) The city attorney shall conduct an initial review to determine if the facts as alleged could constitute a violation of this code of ethics within five days of the initial or clarified complaint.

(A) When the city attorney receives a vague complaint or one lacking in detail, the city attorney shall contact the complainant to request a written clarification. If the complainant fails to provide the city attorney with written clarification within 5 business days of the request for written clarification, or if after written clarification is provided, it is the opinion of the city attorney that the complaint is insufficient in detail and/or fails to allege a prima facie violation of the code of ethics, a written report to that effect shall be submitted to the city council.

(B) The city attorney may contact the complainant, interview witnesses and examine any documents necessary for the initial review.

(C) If the city attorney determines that a criminal violation may exist, the city attorney shall refer the matter to the appropriate law enforcement agency in addition to proceeding with the process described herein.

- (b) If it is determined by the city attorney that the facts as alleged could constitute a violation of this code of ethics, then the city attorney shall immediately proceed to fully investigate the alleged improprieties. For purposes of this investigation, the city attorney shall have all of the powers of investigation as are given to the city council by reason of the city charter. The city attorney shall report back to the city council as soon as possible but in no event more than twenty (20) business days from the date of the complaint unless an extension is granted by the majority of the nonimplicated city council. The city manager or city clerk shall cause a meeting to convene, whether regular or special, within twenty (20) business days after being so notified by the city attorney to further consider said complaint in executive session. Said report shall be comprehensive and explain in detail all facts, findings and conclusions in support of the city attorney's opinion as to whether a violation of this code of ethics occurred.
- (c) The city council shall consider the complaint and the city attorney's report at an executive session of the city council unless the affected official requests that the complaint be considered in a public meeting. At such meeting, the city attorney shall present a written report to the city council describing in detail the nature of the complaint and the city attorney's findings and conclusions as to a possible violation of this code of ethics. The affected official shall have the right to a full and complete hearing before the city council with the opportunity to call and cross-examine witnesses and present evidence in such person's behalf. The nonimplicated

city council members in attendance shall conduct a hearing and review the complaint. Unless additional time is granted in writing by the mayor prior to the hearing, the hearing, including the presentation of witnesses is limited to two hours. The city council may reject the complaint or take action authorized under Section 2-216 Violations.

- (d) No action or decision with regard to the complaint shall be made except in a meeting which is open to the public.
- (e) The city council may appoint outside legal counsel, or may direct the city attorney to appoint outside legal counsel, or the city attorney in the city attorney's discretion, may appoint outside legal counsel, to perform any of the duties and responsibilities of the city attorney under this article and at any time in the investigative process.
- (f) A complaint or allegation of a violation of this article may only be made against an official while such person holds such position or office. A complaint made against an official pursuant to this section shall be processed and resolved even if such person resigns from, or ceases to hold such position or office, prior to resolution of the complaint.

Sec. 2-216. Violations.

- (a) Any person violating any standard contained in section 2-213 shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$500.00. Each day of violation shall constitute a separate offense.

- (b) Penalties for violations of conduct described in section 2-214 are as set forth in the applicable statutory provision.

Sec. 2-217. City Council Censure.

- (a) Policy: The City Council places value on the characteristics of honesty, integrity, confidentiality, respect, and transparency. In furtherance of these leadership qualities and public accountability, the City Council adopts a censure policy to allow for Council disapproval or criticism of any of its members for actions unbecoming of their position.
- (b) Grounds: Council members may be subject to censure if they engage in the following:
 - (1) conduct found to impugn the character of a member of the public, another Council member, or staff member;
 - (2) conduct found to violate the Charter, these Rules, state and local conflicts disclosure laws, and council confidentiality including, but not limited to, the release of confidential information to unauthorized parties without approval of the City Council; or
 - (3) conduct found to cause embarrassment or damage to the reputation of the City.
- (c) Procedure: The following procedural rules shall apply to a censure request:

Any three (3) Members of the City Council, including the Mayor, may place a censure request on a regular meeting agenda. The request shall be in writing and shall be filed with the City Secretary no later than noon on the

Monday the week before the regular meeting at which it is requested for consideration.

- (1) All Council members shall be provided a copy a censure request on the same day the request is filed with the City Secretary.
- (2) A censure request shall include the name(s) of the alleged offending Council member(s) with a statement of the reasons for the censure.
- (3) All discussion shall be conducted in open session.
- (4) The alleged offending Council member(s) shall be provided an opportunity to respond to the allegations and present evidence in their defense except that City Council may proceed with the censure request in the absence of the alleged offending Council member(s); and
- (5) A two-thirds (2/3) vote of the City Council members present, excluding the Council member that is the subject of the Censure Request, shall be required to approve a censure request.

(d) Consequences: If sustained, a censure request shall serve as an official public statement of disapproval or criticism of a Council member(s) conduct subject to the following actions:

- (1) Minutes of the City Council's censure action shall be entered into the public record;
- (2) The official minutes shall be posted on the Council member(s) Public Disclosure Page; and

- (3) The censured Council member(s) may be removed from committee assignments within the city or with intergovernmental agencies.

Sec. 2-218. Use of City Computers/Tablets.

The City shall make computers and/or electronic tablets ("Device") available to Council to be used for City business and City related purposes. Personal use of a City-owned Device is discouraged and should be limited to intended City related uses of the Device. The following rules shall apply to Council members using a City issued Device:

- (a) The Device shall contain all associated hardware and software. Council members shall not install hardware or software on a Device without prior approval of the City's Information Technology Department.
- (b) The Device will be equipped to allow internet access and e-mail capabilities; however, Council members shall refrain from using such features to communicate with other Council members during Council meetings.
- (c) Council members shall have use of the Device during the member's term of office, and such right shall terminate at the same time the member's term of office ends, at which time the Device and all associated equipment shall be returned to the City.
- (d) Council members shall be responsible for maintaining the Device in good condition, and to reasonably protect it from theft, loss or damage.
- (e) Council Members may not use a Device in connection with election or re election efforts or campaigning, either for the member or any candidate for public office.

- (f) Council members shall not use the Device for any commercial or financial gain, and shall not use the Device to access, store or download inappropriate or obscene material.
- (g) Council should recognize that most information contained on a Device is subject to the Texas Public information Act or other means of discovery and that all public information shall be preserved in accordance with state law.
- (h) Council members shall not use the Device in a manner that would violate the terms of the Texas Open Meetings Act or Public Information Act.

Sec. 2-219. Council Approval of Individual Council Member Non-Routine Requests for Information or Investigations by City Staff.

Any Council members' request to the City Manager for the Manager or City staff to create reports or other information, other than routine requests (i.e., requests for existing information or new research that can be answered under 30 minutes), shall be added to a Council meeting agenda in the manner prescribed under section 6 of these Rules, considered under the New Business portion of the meeting, and thereafter considered for authorization to proceed by a majority of the Council.

Sec. 2-220. New Orientation & Continuing Education for Members of the City Council.

(a) Each new Council member shall, upon taking the oath of office, be provided various forms of vital information which shall include, but not be limited to, the following:

- (1) City Charter
- (2) Comprehensive Plan

- (3) Current Budget
- (4) Annual Comprehensive Financial Report for the last Fiscal Year
- (5) Council rules
- (6) Public Information Act and Open Meetings Act Training
- (7) Conflicts of Interest Training

Each new member of Council shall be offered an opportunity by the City Manager to tour various City facilities (i.e., City Hall, Police/Fire stations, Park facilities, Public Works facilities, etc.).

(b) Each Council member shall attend annually at least:

- (1) Two (2) board meetings of City boards of which they are not members;**
and
- (2) Two (2) training or continuing education seminars.**

Sec. 2-221. Acknowledgment.

All City Council members, Boards and Commissions are required to acknowledge receipt and understand this Ethics, Rules and Order of Business Policy by signing the acknowledgment form. By doing so, they commit to upholding its standards of conduct throughout their term in office.

Secs. 2-222—2-238. Reserved.

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or

provision hereof other any part or provision 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 4. Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in any sum not more than Five Hundred Dollars (\$500.00).

FIRST READING: READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE ____ DAY OF APRIL 2026.

COUNCILMAN FORD

COUNCILMAN GARCIA

COUNCILMAN DUNAGIN

COUNCILMAN COVINGTON

COUNCILMAN PARR

SECOND READING: READ, PASSED, AND APPROVED AS SET OUT BELOW AT A
REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON
THE _____ DAY OF APRIL 2026.

COUNCILMAN FORD

COUNCILMAN GARCIA

COUNCILMAN DUNAGIN

COUNCILMAN COVINGTON

COUNCILMAN PARR

LORI KLEIN QUINN, Mayor

ATTEST:

THOMAS HARRIS III, City Secretary

City Council Meeting Agenda Item Data Sheet

Meeting Date: April 20, 2026

Topic:

Approve Minutes of April 6, 2026, Workshop/Regular City Council meeting.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

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

Shannon Bennett, Assistant City Secretary

FUNDING (IF APPLICABLE)

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

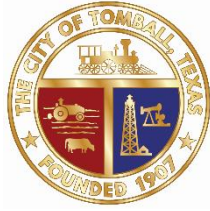
Yes: _____ No: _____ If yes, specify Account Number: # _____

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

Signed _____
Staff Member Date

Approved by _____
City Manager Date

**MINUTES OF CITY COUNCIL WORKSHOP/
REGULAR AGENDA
CITY OF TOMBALL, TEXAS**



**Monday, April 06, 2026
5:00 P.M.**

- A. Mayor L. Klein Quinn called the meeting to order at 5:05 P.M.

PRESENT:

Mayor Lori Klein Quinn
Council 1 John Ford
Council 2 Paul Garcia (via Zoom)
Council 3 Dane Dunagin
Council 4 Lisa A. Covington
Council 5 Randy Parr

CITY STAFF PRESENT:

City Manager - David Esquivel
Assistant City Manager – Sakura Moten
City Attorney - Loren A. Smith
City Attorney – Joseph Hays
City Secretary – Thomas Harris III
Assistant City Secretary- Shannon Bennett
Community Development Director – Craig Meyers
Fire Chief – Joe Sykora
Police Chief – Jeffery Bert
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
Director of Marketing & Tourism - Chrislord Templonuevo
Director of I.T. – Ben Lato
Project Manager - Meagan Mageo
Special Project Director -Luisa Taylor
Police Officer – Matthew Maglitto

- B. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a*

matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]

- Lori Klein Quinn, Tomball, TX., expressed her views related to the proposed Municipal Complex and to the use of eminent domain (Exhibit A)
- City Secretary Thomas Harris read comments into the record from Dan and Linda Boland related to the use of eminent domain (Exhibit B)
- Mike Fagan, Tomball, TX., expressed his opinion related to mobile food vendors
- Colleen Pye, Tomball, TX., expressed her opinions related to ordinance compliance
- Elaine Hancock, Tomball, TX., expressed her concerns related to designated public parking during events
- Amanada Trickey, Tomball, TX., expressed her opinion related to mobile food vendors
- Michael Pierce, Tomball, TX., announced that the chess boards are complete near the renovated restrooms
- Randy Parr, Tomball, TX., thanked the City Staff for the installation of the crosswalk at Quinn Road

C. General Discussion

1. Presentation of design concepts for the Gateway Monuments and Wayfinding Signage.

Public Works Director Drew Huffman presented the final designs for the Gateway Monuments and Wayfinding Signage. (Exhibit A)

2. Review of and Discussion on HB 2844, SB 1008, DSHS proposed rules (25 TAC Chapter 226), and Tomball Code of Ordinances Chapter 32 (Peddlers and Solicitors / Mobile Food Vendors).

City Attorney Joeseeph Hays discussed the proposed rules related to Peddlers and Solicitors/Mobile Food Vendors.

D. Proposed Future Agenda Items *[The following items are provided for informational purposes for City Council and public review. Any item may be pulled for separate discussion at Council's request.]*

1. Project Manager Meagan Mageo led the workshop discussion - Request by Tim Littlefield LLC to abandon of an unimproved street right-of-way between Lot 1 Block 1 of Tim Littlefield LLC and Lot 1 Block 2 of Tim Littlefield LLC, being 0.324 acres of land situated in the Jessie Pruitt Survey A-629, and in the Tim Littlefield LLC plat as recorded in file 704839 of the map records of Harris County, Texas.

2. Public Works Director Drew Huffman led the workshop discussion - Approve an agreement with Environmental Designs, Inc. for tree growing and planting for the streetscape improvement project along Main Street/FM 2920 for a total purchase amount not-to-exceed \$1,549,702 (RFP No. 2026-06), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 Capital Improvement budget.
 3. No Workshop Discussion Only Held – Approve a services agreement renewal with Evolve Power Generation for generator preventive maintenance and repairs through a Choice Partners cooperative purchasing contract (Contract No. 17-020CG-04) for a not-to-exceed amount of \$105,000, 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 2025-2026 budget and will be allocated in the fiscal year 2026-2027 budget.
- E. Recess/Reconvene at 6:00 p.m.
- Mayor Klein Quinn recessed the meeting at 5:50 p.m. and reconvened it at 6:05 p.m.
- F. Invocation led by Pastor Adam McIntosh, St. David's Church
- G. Pledges to U.S. and Texas Flags led by Council 1 Ford.
- H. 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.]*
- Lori Klein Quinn, Tomball, TX., expressed her views regarding the proposed Municipal Complex and the use of eminent domain (referencing the same exhibit presented at the Workshop meeting)
 - Scott Moore Jr, Tomball, TX, expressed his opposition to the use of eminent domain
 - Cori Hughes, Tomball, TX., expressed concerns regarding noise complaints associated with Mustang Cat
 - Dennis Steffani, Tomball, TX., expressed concerns regarding noise complaints associated with Mustang Cat
 - Rachel Scholl, Tomball, TX., expressed her opposition related to the use of eminent domain
 - Kristen Heck, Tomball, TX., expressed her opposition related to the use of eminent domain
 - Kailynne Moore, Tomball, TX., spoke on behalf of Peter and Sylvia Hildreth in opposition to the use of eminent domain

- Dr. Joseph Anthony Foltin, Hockley, TX., expressed his opposition to the use of eminent domain
- Dr. Jana Foltin Bruhn, Tomball, TX., expressed her opposition to the use of eminent domain
- Samantha Book, Tomball, TX., expressed her opposition to the use of eminent domain
- Jasmin Speed, Tomball, TX., expressed concerns regarding noise complaints associated with Mustang Cat
- Mallory Knee, Magnolia, TX., expressed her opposition to the use of eminent domain

I. Presentations

1. Proclamation – “Records Management Month” – Mayor Lori Klein Quinn presented the City Secretary’s Office with a proclamation proclaiming the month of April as Records and Information Management Month.

1. Announcement

I. Upcoming events:

- April 9, 2026 – Kaffeeklatsch from 8:30 – 10:00 a.m. at Tomball Community Center
- April 11, 2026 – Tidy up Tomball from 8:00 – 11:00 a.m. at the Parking Lot on 401 Houston St.
- April 11, 2026 – 2nd Saturday at the Depot from 5:00 – 9:00 p.m. at Tomball Depot Plaza
- April 20-24, 2026 – Spring Cleanup Week will take place from 8:00 a.m. – 4:00 p.m., except Friday, when it ends at 3:00 p.m., and Saturday from 9:00 a.m. – 1:00 p.m., at the old City landfill (1200 Rudolph Rd.).
- April 25, 2026 – Recycling Day from 9:00 a.m. – 1:00 p.m. at Lone Star College-Tomball (South entrance)
- April 25, 2026 – Rails & Tails Mudbug Festival from 11:00 a.m. – 5:00 p.m. at Tomball Depot Plaza
- May 2, 2026 – Tomball Prays Together from 10:00 – 11:00 a.m. at Tomball Depot Gazebo

II. Presentation of City awards and achievements.

City Manager David Esquivel recognized departments for their city awards and achievements for the current fiscal year.

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

City Manager David Esquivel announced that there will be no City Council Workshop meeting on April 20, 2026, due to early voting; only the regular meeting will be held, beginning at 6:30 p.m.

Council 3 Dunagin thanked everyone for the prayers for his wife.

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

1. Approve Minutes of March 16, 2026, Workshop/Regular City Council meeting.

Approve Minutes of March 19, 2026, Special Workshop - Strategic Plan.

2. Approve supporting the Frost Bank First Responders Luncheon to be held at the Depot in the City of Tomball from 11:30 a.m. to 1:30 p.m. on Wednesday, October 28, 2026.

Motion made by Council 1 Ford, Seconded by Council 4 Covington to approve New Business Consent Agenda.

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

Motion carried unanimously.

- K. New Business

1. Consideration and action on three appointments to the Tourism Advisory Committee.

Katie Whisler, Tomball, TX., introduced herself to the Council and expressed interest in serving on the Tourism Advisory Committee.

Austin Rosas, Tomball, TX introduced himself to the Council and expressed interest in serving on the Tourism Advisory Committee.

Motion made by Council 3 Dunagin, Seconded by Council 4 Covington to appoint Austin Rosas/Resident, Katie Whisler/Hotel and Eric Berger/Business to the Tourism Advisory Committee term ending 12/5/2028.

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

Motion carried unanimously.

2. Consideration of and action on First Reading - Ordinance No. 2026-09, Repealing and Replacing Article I In General, Article II City Council Division 1, and Article III Division 5 Code of Ethics of Chapter 2, Administration, of the Code of Ordinances, Designated; Providing for Severability, Making Findings of Fact; Providing for Penalty Clauses; and Providing for Other Related Matters.

Motion made by Council 5 Parr, Seconded by Council 3 Dunagin to adopt Ordinance No. 2026-09.

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

Motion carried unanimously.

3. Executive Session: The City Council will meet in Executive Session as authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the following purpose(s):

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session.
- Sec. 551.072 – Deliberations regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
- Executive Session Started: 7:30 P.M.
- Executive Session Ended: 8:12 P.M.

L. Mayor Lori Klein Quinn adjourned the meeting at 8:12 P.M.

PASSED AND APPROVED on this 20th day of April 2026.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: April 20, 2026

Topic:

Approve Resolution 2026-20, a Resolution of the City Council of the City of Tomball, Texas, Designating the Chief of Police as the Authorized Official/Program Director of the City for Grants for the Motor Vehicle Crime Prevention Authority Auxiliary Grant Program and Execute the Necessary Documents, and Designating the Finance Director as the Finance Officer for the Motor Vehicle Crime Prevention Authority Auxiliary Grant.

Background:

The Motor Vehicle Crime Prevention Authority Grant would be used to purchase Peregrine for the Tomball Police Department (TPD). Peregrine is a data and intelligence sharing platform that integrates the multiple record management systems used throughout the police department, to include the computer-aided dispatch software, records software, automatic license plate reader software, AXON's body worn camera, in-car dash camera, and all other platforms and software currently used by TPD to investigate crimes. Peregrine is also used to share intelligence with surrounding agencies to assist in the identification, apprehension, charging, and conviction of suspects who are not already known by the Tomball Police Department. This software also assists investigators in identification of suspects based on consolidation of intelligence both internally and externally with link analysis and live information from license plate readers and police-owned cameras.

Origination: Police Department

Recommendation:

Staff recommend approving Resolution 2026-20 Motor Vehicle Crime Prevention Authority Auxiliary Grant Program

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

FUNDING (IF APPLICABLE)

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

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

If no, funds will be transferred from account # General Fund To account 100-117-6402

Signed Jeffrey Bert Approved by _____
Staff Member Date City Manager Date

Motor Vehicle Crime Prevention Authority Resolution

2026-20 City of Tomball Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, DESIGNATING THE CHIEF OF POLICE AS THE AUTHORIZED OFFICIAL/PROGRAM DIRECTOR OF THE CITY TO APPLY FOR GRANTS FOR THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY AUXILIARY GRANT PROGRAM AND EXECUTE THE NECESSARY DOCUMENTS, AND DESIGNATING THE FINANCE DIRECTOR AS THE FINANCE OFFICER

* * * * *

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat motor vehicle burglary in the jurisdiction; and

WHEREAS, this grant program will assist this jurisdiction to combat motor vehicle burglary and theft; and

WHEREAS, City of Tomball has agreed that in the event of loss or misuse of the grant funds, City of Tomball assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

NOW THEREFORE, BE IT RESOLVED and ordered that David Esquivel, City Manager, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Jeffrey Bert, Chief of Police, is designated as the Program Director and Guy Bragg Farmer, Director of Finance, is designated as the Financial Officer for this grant.

PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE _____ DAY OF _____, 2026.

LORI KLEIN QUINN, Mayor

ATTEST:

Thomas Harris, City Secretary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: April 20, 2026

Topic:

Conduct a public hearing and consideration to approve a request by Tim Littlefield LLC to abandon of an unimproved street right-of-way between Lot 1 Block 1 of Tim Littlefield LLC and Lot 1 Block 2 of Tim Littlefield LLC, being 0.324 acres of land situated in the Jessie Pruitt Survey A-629, and in the Tim Littlefield LLC plat as recorded in file 704839 of the map records of Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2026-08, an Ordinance of the City of Tomball, Texas, finding and determining that public convenience and necessity no longer requires the continued existence of an unimproved street right-of-way between Lot 1 Block 1 of Tim Littlefield LLC and Lot 1 Block 2 of Tim Littlefield LLC, being 0.324 acres of land situated in the Jessie Pruitt Survey A-629, and in the Tim Littlefield LLC plat as recorded in file 704839 of the map records of Harris County, Texas; vacating, abandoning, and closing said portion of such unimproved street right-of-way; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the City's interest in said unimproved street right-of-way; and containing other provisions relating to the subject.

Background:

Tim Littlefield LLC has requested the abandonment of an existing City of Tomball unimproved street right-of-way to allow for the expansion of Lot 1, Block 2 in the Tim Littlefield LLC subdivision plat. The Community Development, Public Works, and Fire Departments reviewed the unimproved street right-of-way abandonment, and it has been determined that it is not needed for roadway or utility purposes. For this reason, City Staff has no concerns about the proposed abandonment.

Origination: Tim Littlefield LLC

Recommendation: Approval

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

FUNDING (IF APPLICABLE)

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

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

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

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

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
CITY COUNCIL
APRIL 20, 2026**



Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on **Monday, April 20, 2026, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the City Council will consider the following:

Request by Tim Littlefield LLC for the City of Tomball to consider abandonment of an unimproved right-of-way between Lot 1 Block 1 of Tim Littlefield LLC and Lot 1 Block 2 of Tim Littlefield LLC, being 0.324 acres of land situated in the Jessie Pruitt Survey A-629, and in the Tim Littlefield LLC plat as recorded in file 704839 of the map records of Harris County, Texas.

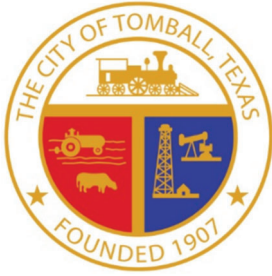
At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative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

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

I hereby certify that the above notice of the 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 14th day of April 2026 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

Craig T. Meyers
Craig T. Meyers
Director of Community Development

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



CITY OF TOMBALL

RIGHT-OF-WAY ABANDONMENT REQUEST APPLICATION

Please provide the following information & return your submittal to the Community Development Director's Office, 501 James Street, Tomball, Texas 77375.

Minimum Submittal Requirements

- \$1,000 application fee.
- Electronic File (PDF) of Boundary Survey and metes & bounds description of the ROW to be abandoned.
- Completed and signed application form.

Applicant Information

Name Tim Littlefield LLC

Mailing Address PO BOX 1808

City Tomball State TX Zip Code 77377

Phone Number 2817237344 Fax Number _____

E-mail Address tim@littlefieldbrothers.com

Agent or Engineer Information

Name Rick Galatian

Mailing Address 1717 w. 34th Street suite 600518

City Houston State TX Zip Code 77018

Phone Number (713) 894-8739 Fax Number NA

E-mail Address Rick@gbuildingdevelopment.com

We, the undersigned property owners of

Lot 1, Block 2 of Tim Littlefield LLC a subdivision

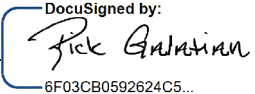
(name of subdivision, lot, and block number)

do hereby request that the City of Tomball release and vacate the said Right-of-Way as further described in the attached Boundary Survey.

Adjacent Property Owners Signatures

(please include your name, mailing address, HCAD number of your property, and signature)

1. Rick Galatian 1717 w. 34th Street suite 600518 Houston, TX 77018

2. HCAD Account #1422610020001 

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

Certification

I, Tim Littlefield-Tim Littlefield LLC, being one of the above named persons, do hereby certify that the above named persons include all abutting property owners of the property being vacated and released.

Please list the reasons for the request and how this request will benefit the public:

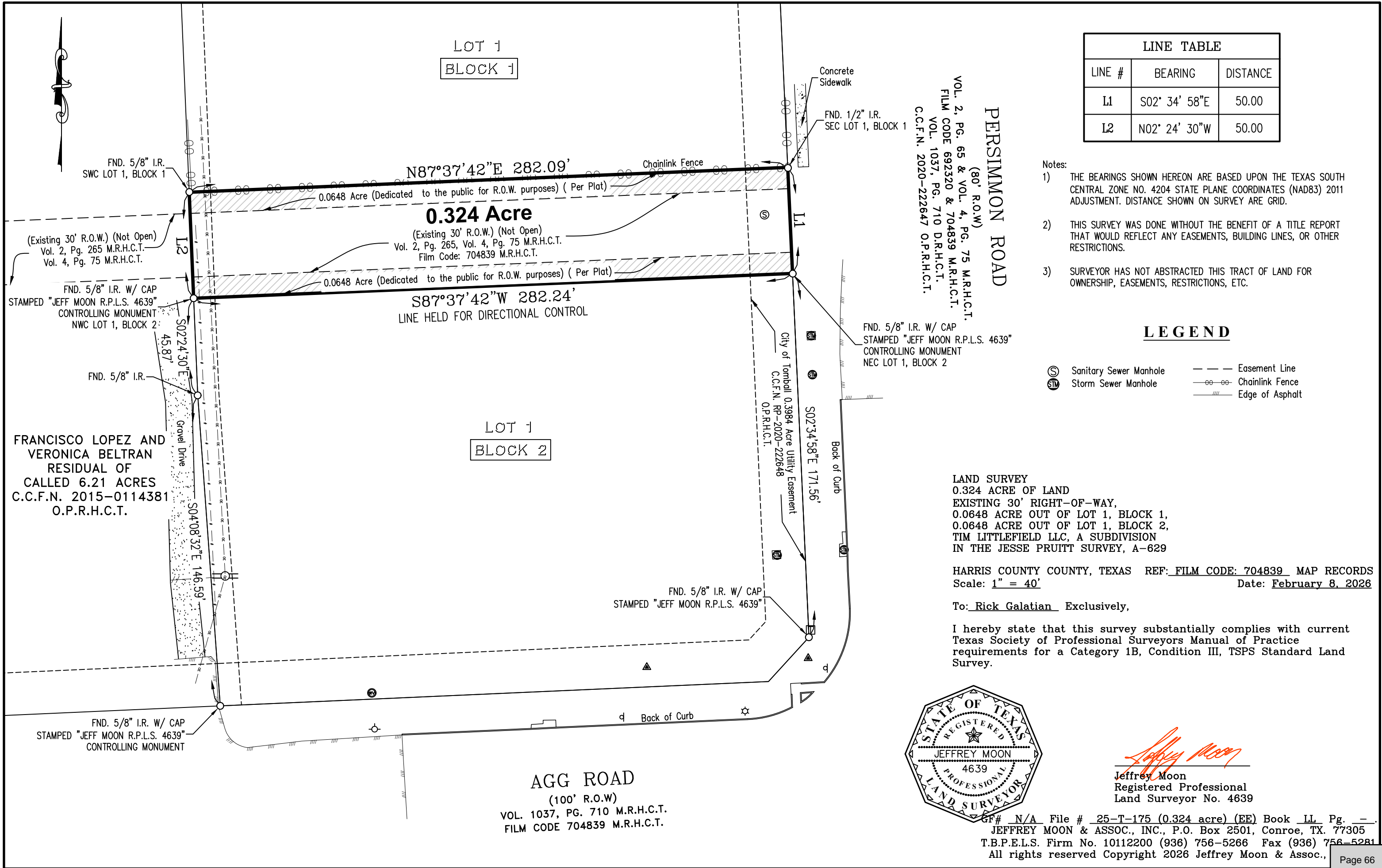
City will not need to maintain a useless ROW that they will never use.

(Signature)

(Printed Name)

Tim Littlefield

Tim Littlefield



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S02° 34' 58"E	50.00
L2	N02° 24' 30"W	50.00

- Notes:
- 1) THE BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE COORDINATES (NAD83) 2011 ADJUSTMENT. DISTANCE SHOWN ON SURVEY ARE GRID.
 - 2) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT THAT WOULD REFLECT ANY EASEMENTS, BUILDING LINES, OR OTHER RESTRICTIONS.
 - 3) SURVEYOR HAS NOT ABSTRACTED THIS TRACT OF LAND FOR OWNERSHIP, EASEMENTS, RESTRICTIONS, ETC.

LEGEND

- ⊙ Sanitary Sewer Manhole
- ⊕ Storm Sewer Manhole
- Easement Line
- ⊖⊖⊖ Chainlink Fence
- //// Edge of Asphalt

LAND SURVEY
 0.324 ACRE OF LAND
 EXISTING 30' RIGHT-OF-WAY,
 0.0648 ACRE OUT OF LOT 1, BLOCK 1,
 0.0648 ACRE OUT OF LOT 1, BLOCK 2,
 TIM LITTLEFIELD LLC, A SUBDIVISION
 IN THE JESSE PRUITT SURVEY, A-629

HARRIS COUNTY COUNTY, TEXAS REF: FILM CODE: 704839 MAP RECORDS
 Scale: 1" = 40' Date: February 8, 2026

To: Rick Galatian Exclusively,

I hereby state that this survey substantially complies with current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1B, Condition III, TSPS Standard Land Survey.



Jeffrey Moon
 Jeffrey Moon
 Registered Professional
 Land Surveyor No. 4639

GF# N/A File # 25-T-175 (0.324 acre) (EE) Book LL Pg. -
 JEFFREY MOON & ASSOC., INC., P.O. Box 2501, Conroe, TX. 77305
 T.B.P.E.L.S. Firm No. 10112200 (936) 756-5266 Fax (936) 756-5281
 All rights reserved Copyright 2026 Jeffrey Moon & Assoc.,



February 8, 2026

BEING 0.324 ACRE TRACT OF LAND IN THE JESSE PRUITT SURVEY, ABSTRACT 629 IN HARRIS COUNTY, TEXAS, BEING ALL OF AN EXISTING 30 FOOT RIGHT OF WAY, ALL OF A 0.0648 ACRE TRACT OUT OF LOT 1, BLOCK 1, AND ALL OF A 0.0648 ACRE TRACT OUT OF LOT 1, BLOCK 2 OF TIM LITTLEFIELD LLC. A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE 704839 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS; SAID 0.324 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS AND COORDINATES REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS SOUTH CENTRAL ZONE (ALL DISTANCES SHOWN ARE GRID):

BEGINNING at a 5/8 inch iron rod with survey cap stamped "Jeff Moon R.P.L.S. 4639, found for the Southeast corner of the herein described tract and being the Northeast corner of said Lot 1, Block 2 and the Southeast corner of said 0.0648 acre out of said Lot 1, Block 2 and being in the West line of Persimmon Road a 80 foot right-of-way thereof recorded in Volume 2, Page 65, Volume 4, page 75 of the Map Records of Harris County, Texas and Film Code 692320 and 704839 of the Map Records of Harris County, Texas and Volume 1037, Page 710 of the Deed Records of Harris County, Texas, from whence a 5/8 inch iron rod with a survey cap stamped "Jeff Moon R.P.L.S. 4639" bears South 02°34'58" East, 171.56 for the upper Southeast corner of said Lot 1, Block 2;

THENCE South 87°37'42" West, along the North line of said Lot 1, Block 2 and the South line of said 0.0648 acre out of Lot 1, Block 2, a distance of 282.24 feet to a 5/8 inch iron rod with a survey cap stamped "Jeff Moon R.P.L.S. 4639" found for the Southwest corner of the herein described tract and being the Northwest corner of said Lot 1, Block 2 and the Southwest corner of said 0.0648 acre out of Lot 1, Block 2 and being in the East line of a called 6.21 acres of land conveyed in deed to Francisco Lopez and Veronica Beltran recorded under County Clerk's File Number 2015-0114381 of the Official Public Records of Harris County, Texas from whence a 5/8 inch iron rod bears South 02°24'30" East, 45.87 feet for a angle point of said Lot 1, Block 2;

THENCE North 02°24'30" West, leaving the North of said Lot 1, Block 2 and along the East line of said 6.21 acre tract and the West line of said 0.0648 acre out of Lot 1, Block 2, passing the Northwest corner of said 0.0648 acre out of Lot 1, Block 2 and the Southwest corner of said 30 foot right-of-way, continuing along the East line of said 6.21 acre tract and the West line of said 30 foot right-of-way, passing the Northwest corner of said 30 foot right-of-way and the Southwest corner of said 0.0648 acre out of Lot 1, Block 1, continuing along the East line of said 6.21 acre tract and the West line of said 0.0648 acre out of Lot 1, Block 1, a total distance of 50.00 feet to a 5/8 inch iron rod found for the Northwest corner of the herein described tract and being the Northwest corner of said 0.0648 acre out of Lot 1, Block 1 and the Southwest corner of said Lot 1, Block 1;

THENCE North 87°37'42" East, leaving the East line of said 6.21 acre tract and along the South line of said Lot 1, Block 1 and the North line of said 0.0648 acre out of Lot 1, Block 1, a distance of 282.09 feet to a 1/2 inch iron rod found for the Northeast corner of the herein described tract and being the Southeast corner of said Lot 1, Block 1 and the Northeast corner of said 0.0648 acre out of Lot 1, Block 1 and being in the West line of said Persimmon Road;

THENCE South 02°34'58" East, along the West line of said Persimmon Road and the East line of said 0.0648 acre out of Lot 1, Block 1, passing the Southeast corner of said 0.0648 acre out of Lot 1, Block 1 and the Northeast corner of said 30 foot right-of-way, continuing along the West line of said Persimmon Road and the East Line of said 30 foot right-of-way and passing the Southeast corner of said 30 foot right-of-way and the Northeast corner of said 0.0648 acre out of Lot 1, Block 2, continuing along the West line of said Persimmon Road and the East line of said 0.0648 acre out of Lot 1, Block 2, for a total distance of 50.00 feet back to the **POINT OF BEGINNING** and containing in all 0.324 acre of land, based on the survey prepared by Jeffrey Moon and Associates, Inc., dated February 8, 2026.

Job. No: 25-T-175 (0.324 Acres)


Jeffrey Moon
Registered Professional
Land Surveyor No. 4639



THE STATE OF TEXAS
COUNTY OF HARRIS:

We, Tim Littlefield, LLC, a Texas limited liability company and the City of Tomball, a Texas municipality, acting by and through Tim Littlefield being a managing member of Tim Littlefield, LLC, a Texas limited liability company, and David Esquivel being a managing member of the City of Tomball, owners in this section after referred to as owners (whether one or more) of the 4.2038 acre tract described in the above and foregoing plat of Tim Littlefield, LLC, do hereby make and establish said subdivision of said property according to all liens, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, watercourses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters square feet (18-inch diameter) with culverts or bridges to be provided for all private driveways or walkways crossing such drainage facilities.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11'-6") for ten feet (10'-0") perimeter easements or seven feet, six inches (7'-6") for fourteen feet (14'-0") perimeter easements or five feet, six inches (5'-6") for sixteen feet (16'-0") perimeter easements from a plane sixteen feet (16'-0") above the ground level upward, located adjacent to and adjoining said public utility easement that are designated with aerial easements (U.E. & A.E.) as indicated and depicted, hereon, whereby the aerial easement totals twenty one feet, six inches (21'-6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'-0") for ten feet (10'-0") back-to-back easements, or eight feet (8'-0") for fourteen feet (14'-0") back-to-back easements or seven feet (7'-0") for sixteen feet (16'-0") back-to-back easements, from a plane sixteen feet (16'-0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30'-0") in width.

FURTHER, owners do hereby dedicate to the public a strip of land 15 feet wide on each side of the centerline of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located and depicted upon in said plat, as easements for drainage purposes, giving the City of Tomball, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainageways and easements clear of fences, buildings, plantings, and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement, except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, the Tim Littlefield, LLC, a Texas limited liability company, a single member managed company has caused these presents to be signed by Tim Littlefield, its president, thereunto authorized, common seal hereunto affixed this 7th day of August, 2023.

Tim Littlefield, LLC,
a Texas limited liability company
Timp Littlefield, Managing Member

IN TESTIMONY WHEREOF, the City of Tomball, a Texas municipality, has caused these presents to be signed by David Esquivel, its managing member thereunto authorized, common seal hereunto affixed this 10th day of August, 2023.

City of Tomball
a Texas municipality
David Esquivel, Managing Member

BEFORE ME, the undersigned authority, on this day personally appeared Tim Littlefield, President of Tim Littlefield, LLC, a Texas limited liability company, the undersigned authority, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein set out, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this 7th day of August, 2023.

DAMARIS ARIBAL BARCIO
Notary Public in and for
Montgomery County, State of Texas.
My Commission Expires August 12, 2026

Damaris Aribal Barcio
NOTARY PUBLIC IN AND FOR
MONTGOMERY COUNTY, STATE OF TEXAS.
My Commission Expires August 12, 2026

BEFORE ME, the undersigned authority, on this day personally appeared David Esquivel, managing member of the City of Tomball, LLC, a Texas municipality, the undersigned authority, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein set out, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this 10th day of August, 2023.

KIMBERLY SUE CHANDLER
Notary Public, State of Texas
Comm. Expires 12-18-2023
Notary ID 12983348

Kimberly Sue Chandler
NOTARY PUBLIC IN AND FOR
TEXAS COUNTY, STATE OF TEXAS.
My Commission Expires 12/18/2023

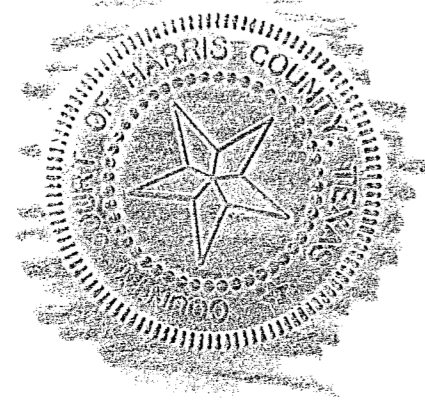
Certificate for the Planning and Zoning Commission:
This is to certify that the planning and zoning commission of the City of Tomball has approved this plat and subdivision of Tim Littlefield LLC in conformance with the laws of the state and the ordinances of the city as shown hereon and authorized the recording of this plat this 14th day of August, 2023.

Barbara Tague
Chairman

I, Teneisha Hudspeth, Clerk of the County Court of Harris County, do hereby certify that the within instrument with its certificate of authentication were filed for registration in my office on August 21, 2023 at 10:13 o'clock A.M., and duly recorded on August 21, 2023 at 3:27 o'clock P.M., and in Film Code Number 704839 of the Map Records of Harris County for said County.

Witness my hand and seal of office of Houston, the day and date last above written.

Teneisha Hudspeth
Clerk of the County Court
Harris County, Texas
By: Christiana Orna
Deputy



Certificate of Engineer or Surveyor:

I, Taren Hanks, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature, and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than three-quarter inch and a length of not less than three feet; and that the plat boundary corners have been tied to the nearest survey corner.

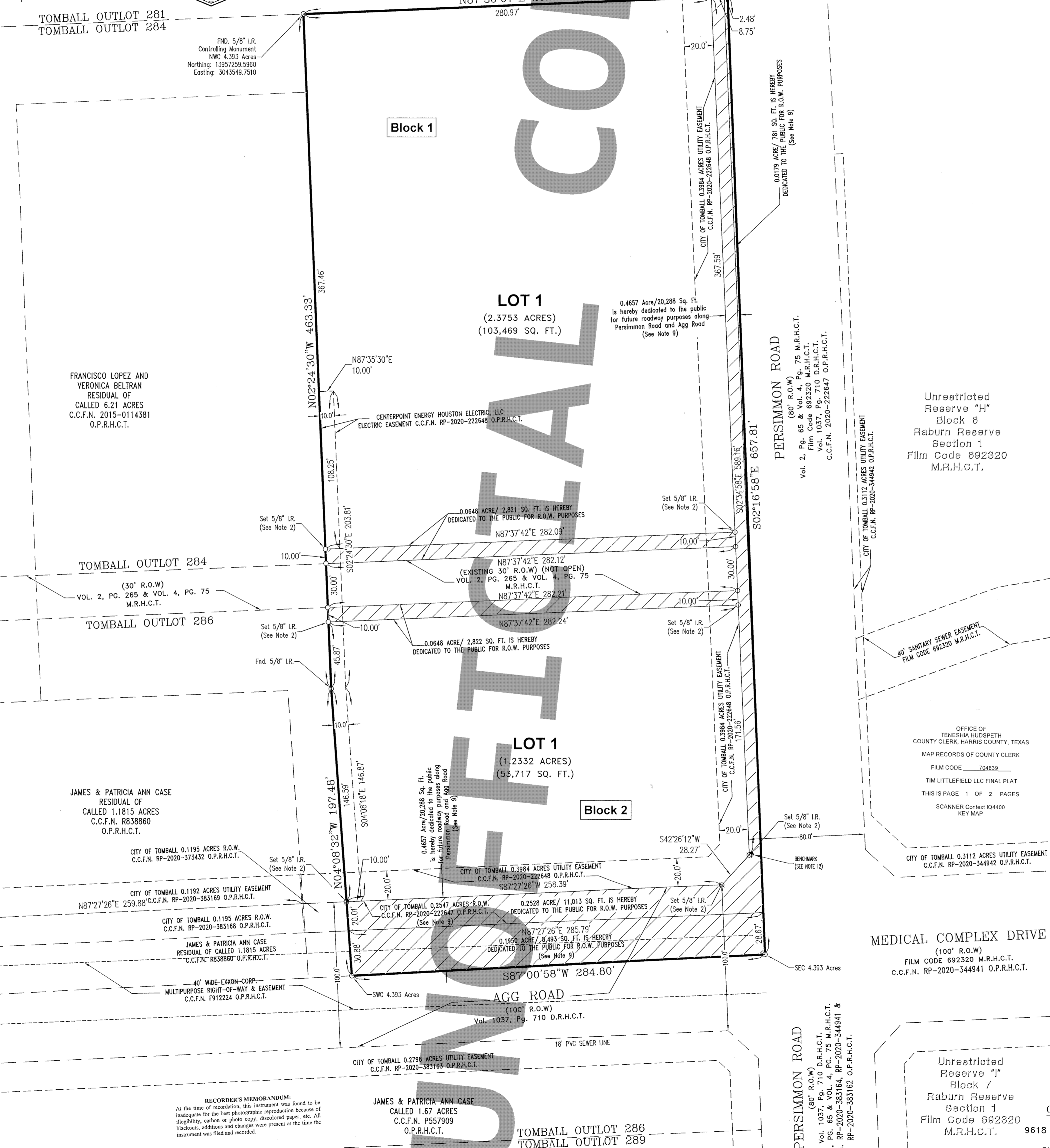
Taren Hanks
Texas Registration Number 6787



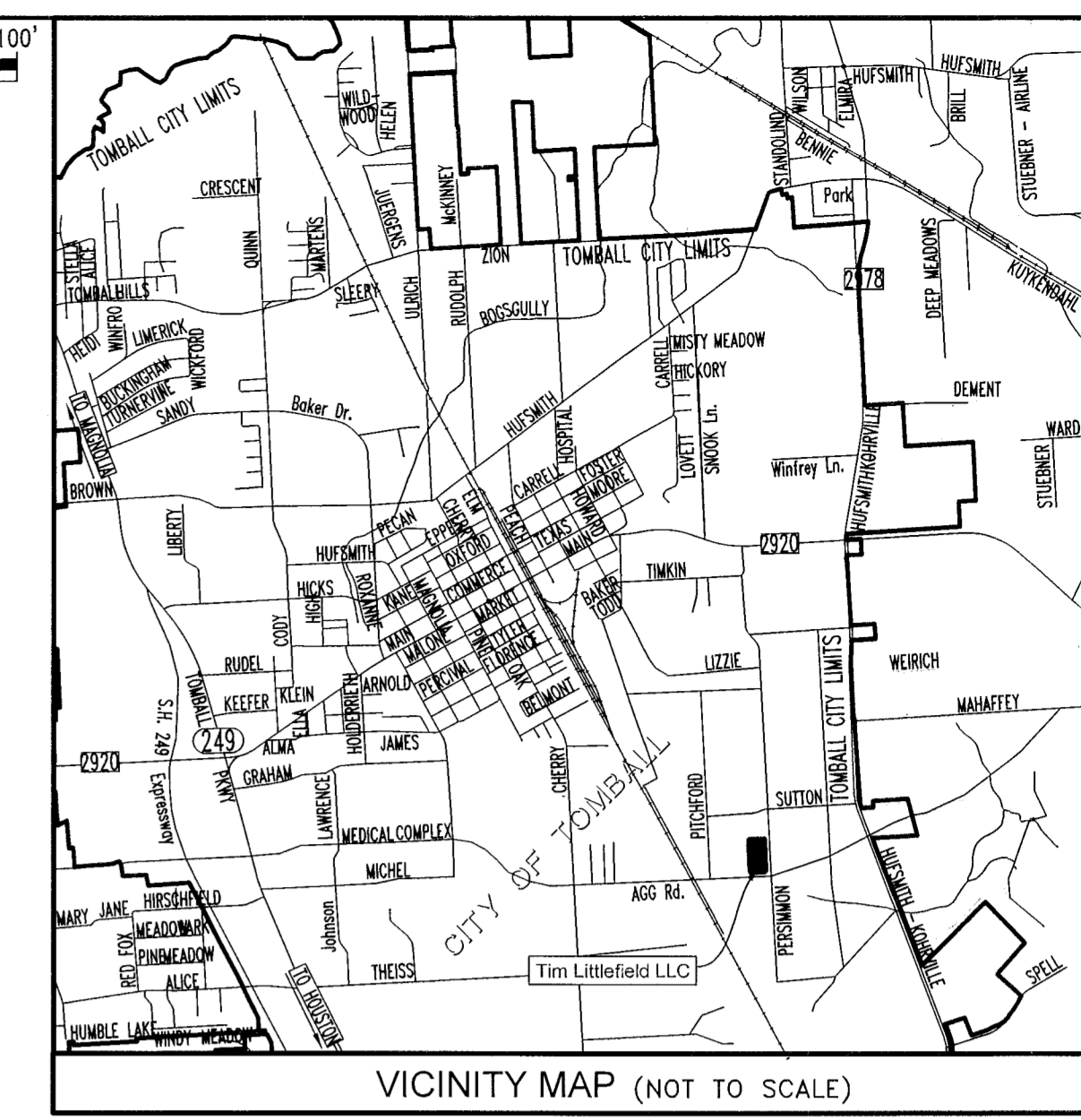
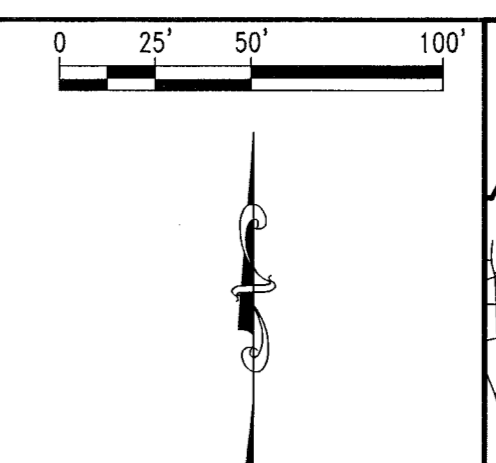
MENDOZA HOME BUILDERS, LLC
TOMBALL OUTLOT 281
CALLED 5.006 ACRES
C.C.F.N. RP-2020-189624
O.P.R.H.C.T.

FND, 5/8" I.R.
Controlling Monument:
NWC 4.393 Acres
Northing: 13957259.5960
Easting: 3043549.7510

POINT OF BEGINNING
FND, 5/8" I.R.
Controlling Monument
SEC Outlot 281
NEP Outlot 284
NEC 4.393 Acres
Northing: 13957271.6690
Easting: 3043541.7730



RP-2023-317893
8/21/2023 HCC/PRP1 60.00
FILED
8/21/2023 10:13 AM
County Clerk



- General Notes:
- Public Easements: Public easements denoted on this plat are hereby dedicated to the public forever. Any public utility, including the City of Tomball, shall have the right at all times, of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity of any time of procuring the permission of the property owner. Any public utility, including the City of Tomball, shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of the easements shown on this plat. Neither the City of Tomball nor any other public utility shall be responsible for any damages to property within an easement arising out of the removal or relocation of any obstruction in the public easement.
 - 5/8" iron rods with survey cap marked "Jeff Moon R.P.L.S. 4639" set at all corners unless otherwise noted.
 - Flood Information: According to FEMA Firm Panel No.48201C0230L (Effective Date: June 18, 2007), this property is in Zone "X" and is not in the 0.2% Annual Chance Flood Plain.
 - All oil/gas pipelines or pipeline easements with ownership through the subdivision have been shown.
 - All oil/gas wells with ownership (plugged, abandoned, and/or active) through the subdivision have been shown.
 - No building or structure shall be constructed across any pipelines, building lines, and/or easements. Building setback lines will be required adjacent to oil/gas pipelines. The setbacks at a minimum should be 15 feet off centerline of low pressure gas lines, and 30 feet off centerline of high pressure gas lines.
 - This plat does not attempt to amend or remove any valid covenants or restrictions.
 - A ten foot wide City of Tomball utility easement is hereby dedicated to this plat and is centered on the gas main extension from the City of Tomball right-of-way of City of Tomball utility easement up to and around the gas meter.
 - 0.2528 acres out of called 0.2547 Acre tract owned by the City of Tomball is hereby dedicated to the public for public right-of-way purposes and 0.2129 acre out of the Tim Littlefield, LLC tract called 4.393 acres is hereby dedicated to the public for public right-of-way purposes, equaling a total of 0.4657 Acre (20,288 Square Feet) is hereby dedicated to the public for right-of-way purposes.
 - Elevations are based upon GPS Observations, and are adjusted to TSARP RM 100380, NAVD '88 2001 Adj., GEOID99, elevation 172.89
 - The Benchmark set on this tract of land is 3 inch Brass Disk in concrete near the upper Southeast corner of Lot 1 Block 2 shown hereon. Elevation is 170.16'. (See Note 11)
 - Property Subject to easement granted to Humble Oil & Refining Company, a Texas corporation to lay, maintain, operate, replace, change and remove any and all pipe lines for the transportation of oil, gas and/or water and/or their products recorded under Volume 1088, Page 185 of the Deed Records of Harris County, Texas. (Easement cannot be located)
 - Standard Abbreviations:
B.L. Building Line
C.O.T.U.E. City of Tomball Utility Easement
D.L. Drainage Easement
R.O.W. Right-of-Way
C.C.F.N. County Clerk's File Number
D.R.H.C.T. Deed Records of Harris County, Texas
D.R.H.C.T. Map Records of Harris County, Texas
O.P.R.P.H.C.T. Official Public Records Real Property of Harris County, Texas

Unrestricted Reserve "H" Block 8 Raburn Reserve Section 1 Film Code 892320 M.R.H.C.T.

OFFICE OF TENEISHA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDS OF COUNTY CLERK
FILM CODE 704839
TIM LITTLEFIELD, LLC FINAL PLAT
THIS IS PAGE 1 OF 2 PAGES
SCANNER CONTACT ID4400
KEY MAP

FINAL PLAT
TIM LITTLEFIELD LLC
BEING A COMMERCIAL SUBDIVISION OF 4.2038 ACRES OF LAND
IN THE JESSE PRUITT SURVEY, A - 629 HARRIS COUNTY, TEXAS,

BEING A PARTIAL REPLAT OF LOT 284 AND 286, OF TOMBALL OUTLOTS AS RECORDED IN VOLUME 2, PAGE 65 AND IN CORRECTED MAP RECORDED IN VOLUME 4, PAGE 75 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS,

REASON FOR REPLAT: TO REPLAT A PORTION OF LOT 284 INTO 1 LOT IN 1 BLOCK AND TO REPLAT A PORTION OF LOT 286 INTO 1 LOT IN 1 BLOCK

CONTAINING: 2 LOTS IN 2 BLOCK
(3.6085 ACRES/157,186 SQ. FT)

JULY 2023

JEFFREY MOON & ASSOCIATES, INC.
LAND SURVEYORS
www.moonsurveying.com
TPBELS FIRM NO. 10112200
P.O. Box 2501 Conroe Texas 77305
PHONE: (281) 723-7344
FAX: (936)756-5281
All rights reserved Copyright 2023 Jeffrey Moon & Assoc., Inc.

Unrestricted Reserve "J" Block 7 Raburn Reserve Section 1 Film Code 892320 M.R.H.C.T.

OWNER/DEVELOPER
TIM LITTLEFIELD, LLC.
9618 KIRKSTONE TERRACE DRIVE
SPRING, TEXAS 77379
PHONE: (281) 723-7344
TIM@LITTLEFIELDBROTHERS.COM

PERSIMMON ROAD
(60' R.O.W.)
Vol. 1037, Pg. 710 D.R.H.C.T.
Vol. 2, Pgs. 65 & VOL. 4, Pgs. 75 M.R.H.C.T.
C.C.F.N. RP-2020-383164, RP-2020-344941 & RP-2020-383162 O.P.R.H.C.T.

JAMES & PATRICIA ANN CASE
CALLED 1.67 ACRES
C.C.F.N. P557909
O.P.R.H.C.T.

TOMBALL OUTLOT 286
TOMBALL OUTLOT 289

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo copy, discolored paper, etc. All blankets, additions and changes were present at the time the instrument was filed and recorded.

TAX CERTIFICATE FOR ACCOUNT: 0352880000435
 AD NUMBER: 0352880000435
 GF NUMBER:
 CERTIFICATE NO: 2867304
COLLECTING AGENCY
 Kristi Williams
 PO Box 276
 Tomball TX 77377-0276

DATE: 7/20/2023
 FEE: \$10.00
PROPERTY DESCRIPTION
 TRS 284D 284E & 286 TOMBALL OU
 TLOTS

PAGE 1 OF 1

REQUESTED BY
 TIM LITTLEFIELD LLC
 15925 FM 3083 6
 CONROE TX 77301


PROPERTY OWNER
 TIM LITTLEFIELD LLC
 15925 FM 3083 6
 CONROE TX 77301

THIS IS TO CERTIFY THAT THE AD VALOREM RECORDS OF THE TOMBALL ISD TAX ASSESSOR-COLLECTOR REFLECT THE TAX, INTEREST, AND OTHER STATUTORY FEES THAT HAVE BEEN ASSESSED AND ARE NOW DUE TO THE TAXING ENTITIES AND FOR THE YEARS SET OUT BELOW FOR THE DESCRIBED PROPERTY HEREIN. THE TAX ASSESSOR-COLLECTOR MAKES NO CERTIFICATION AS TO THE AMOUNT OF TAX, PENALTY, INTEREST, OR OTHER FEES ASSESSED BY OR DUE ANY TAXING ENTITY FOR THE YEAR OR YEARS FOR WHICH THE TAX ASSESSOR-COLLECTOR DID NOT HAVE THE STATUTORY DUTY TO COLLECT OR KEEP RECORDS OF SUCH COLLECTION. ADDITIONAL TAXES MAY BECOME DUE ON THE DESCRIBED PROPERTY, WHICH ARE NOT REFLECTED HEREIN, IF THE SAID DESCRIBED PROPERTY HAS OR IS RECEIVING ANY SPECIAL STATUTORY VALUATIONS THAT MAY TRIGGER TAX ROLLBACK PROVISIONS. THIS CERTIFICATE APPLIES TO ADVALOREM TAXES ONLY AND DOES NOT APPLY TO ANY SPECIAL ASSESSMENT LEVIES.

CURRENT VALUES			
LAND MKT VALUE:	430,558	IMPROVEMENT:	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	430,558	LIMITED VALUE:	0
EXEMPTIONS: LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2022	TOMBALL I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00
2022 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 7/2023: \$ 0.00
 ISSUED TO: TIM LITTLEFIELD LLC
 ACCOUNT NUMBER: 0352880000435

CERTIFIED BY: 

TOMBALL I.S.D.

OFFICE OF
 TENESHA HUDSPETH
 COUNTY CLERK, HARRIS COUNTY, TEXAS
 MAP RECORDS OF COUNTY CLERK
 FILM CODE 704840
 TIM LITTLEFIELD LLC FINAL PLAT
 THIS IS PAGE 2 OF 2 PAGES
 SCANNER Context IQ4400

This is a statement from the Tax Collector of Tomball I.S.D., indicating that the taxes to be imposed by Tomball Independent School District for the 2023 tax year have not been calculated as of the above date.

ANN HARRIS BENNETT
 TAX ASSESSOR-COLLECTOR
 P.O. BOX 3547
 HOUSTON, TEXAS 77253-3547



Date Printed: Thursday, July 20, 2023
 Account Number
 035-288-000-0435

2022 Property Tax Receipt

Certified Owner
 TIM LITTLEFIELD LLC
 15925 FM 3083 6
 CONROE TX 77301

Legal Description
 TRS 284D 284E & 286
 TOMBALL OUTLOTS
 4.3930 AC

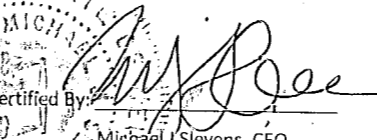
Deposit No: 202212081024
 Validation No: 1050
 Operator Code: LSTEAGAL
 Remit Seq No: 85733291

Receipt Date: Thursday, December 8, 2022
 Deposit Date: Thursday, December 8, 2022
 Parcel Address: PERSIMMON 77375
 Legal Acres: 4.3930 AC

Tax Unit	Tax Rate	Levy	Penalties & Interest	Coll. Fee	Total
Harris County	0.343730	\$1479.96	\$0.00	\$0.00	\$1479.96
Harris County Flood Control Dist	0.030550	\$131.54	\$0.00	\$0.00	\$131.54
Port of Houston Authority	0.007590	\$34.00	\$0.00	\$0.00	\$34.00
Harris County Hospital District	0.148310	\$638.56	\$0.00	\$0.00	\$638.56
Harris County Dept. of Education	0.004900	\$21.10	\$0.00	\$0.00	\$21.10
Lone Star College System	0.107800	\$464.14	\$0.00	\$0.00	\$464.14
City of Tomball	0.287248	\$1236.77	\$0.00	\$0.00	\$1236.77
Emergency Service Dist #8 (EMS)	0.093561	\$402.83	\$0.00	\$0.00	\$402.83
Overpay	0.000000	\$0.00	\$0.00	\$0.00	\$0.13
Total Paid:		\$4,409.30	\$0.00	\$0.00	\$4,409.43

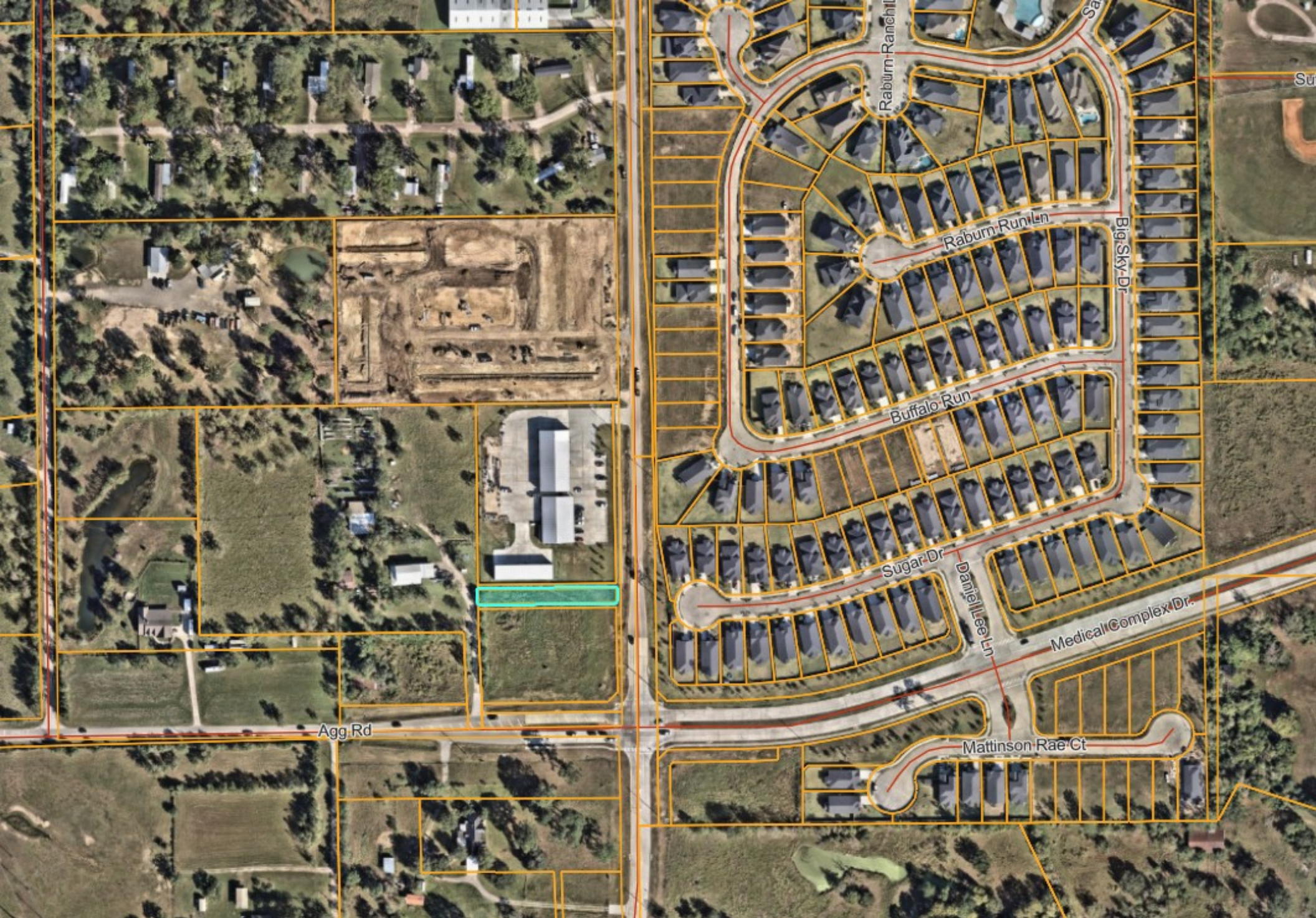
This is to certify the ad valorem records of the Harris County tax assessor reflects that the taxes and fees are paid and current on the aforementioned property above. At the time of the request, Tax Recourse, LLC, has verified that all taxes due are paid and no other payments are due as of July 20, 2023.

TOTAL CERTIFIED TAX DUE 7/20/23: \$0.00
 Issued to: Tim Littlefield, LLC - Property Owner of Record
 Account number: 0352880000435

Certified By: 
 Michael J. Stevens, CEO
 Tax Recourse, LLC

Tax Recourse, LLC is an independent company that verifies, appeals and litigates property taxes for individual's and corporations across the United States.

UNOFFICIAL COPY



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: April 20, 2026

Topic:

Approve an agreement with Environmental Designs, Inc. for tree growing and planting for the streetscape improvement project along Main Street/FM 2920 for a total purchase amount not-to-exceed \$1,549,702 (RFP No. 2026-06), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 Capital Improvement budget.

Background:

As part of the Fiscal Year 2025–2026 Capital Improvement Plan, the City identified a streetscape enhancement project along FM 2920/Main Street to support the planned reconstruction of the corridor by the Texas Department of Transportation (TxDOT). Funding for this project, in the amount of \$1,500,000, was requested through the Tomball Economic Development Corporation (TEDC) to enhance the visual character and long-term functionality of the corridor.

To implement this initiative, the City issued a Request for Proposals (RFP) to solicit qualified firms capable of supporting the growing, planting, and establishment of trees in coordination with TxDOT requirements and project timelines. The project is intended to provide high-quality, well-established trees that will enhance the appearance of the corridor, improve environmental conditions, and contribute to the long-term vitality of the community, particularly within the Old Town area.

Following the RFP process, staff received one (1) sealed response from Environmental Design, Inc. and after reviewing the submission, the company was selected as the most qualified firm to provide these services. The firm will be responsible for cultivating and supplying healthy trees, coordinating installation, and providing early-stage maintenance to ensure successful establishment and longevity.

This project supports the City’s goal of creating a durable and attractive streetscape that enhances safety, sustainability, and community character along this key transportation corridor. Staff is recommending awarding an agreement with Environmental Design, Inc. for an amount not-to-exceed \$1,549,702.

Origination: Project Management

Recommendation:

Staff recommends approving an agreement with Environmental Design, Inc. for an amount not-to-exceed \$1,549,702

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: #400-154-6409

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

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

**CITY OF TOMBALL
SERVICES AGREEMENT**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Tree Growing and Planting

This Agreement is made and entered into by the **City of Tomball** (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, **Environmental Design, Inc** (the “Company”), with an office at **23544 Coons Rd, Tomball, TX 77375**, City hereby engages the services of Company as an independent contractor for **Tree Growing and Planting**, upon the following terms and conditions.

1. SCOPE OF AGREEMENT

- 1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Exhibit B – Contract Pricing, attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City’s sole discretion, shall control.

2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from **April 20,2026 through December 31, 2031**. The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed **\$1,549,702**.

6. IDEMNITY

6.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents and employees of the City of Tomball.
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
 - i. injury or damage to any property or right
 - ii. injury, damage, or death to any person or entity
 - iii. attorneys' fees, witness fees, expert witness fees and expenses,
 - iv. any settlement amounts; and
 - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

6.2. Indemnity

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

7. INSURANCE

7.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation Employer's Liability	(where required – Statutory by State Law) \$100,000 per occurrence

(b) Commercial (Public) Liability, including but not limited to:

- a. Premises/ Operations Combined Single Limit
- b. Independent Contractors
- c. Personal Injury
- d. Products/Completed Operations
- e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:

- a. Owned/Leased Automobiles
- b. Non-owned Automobiles
- c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

7.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Br provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

8. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

9. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

10. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

11. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

12. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

23544 Coons Rd
Tomball, TX 77375

13. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City's behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

City of Tomball, Texas
Attn: Project Manager
501 James Street
Tomball, Texas 77375

AGREED to and ACCPETED this 7th day of April, 2026.

Environmental Design, Inc.
Company
Jon Hillis
Signature
Jon Hillis
Print Name
COO
Title

AGREED to and ACCPETED this ___ day of _____, 2026.

City of Tomball
David Esquivel, PE
City Manager

Attest:
Thomas Harris III
City Secretary

EXHIBIT A
SCOPE OF WORK

I. General

The purpose of this Request for Proposals (RFP) is to solicit qualified firms to provide the growing, planting, and establishment of trees along Main Street/FM 2920. The project is intended to enhance the visual character of the corridor, improve environmental quality, and support long-term streetscape and community development goals. Proposers shall demonstrate experience with tree cultivation, installation, and maintenance practices suitable for urban roadway environments and shall provide services in accordance with applicable standards, regulations, and best management practices.

II. ACTION SUBMITTALS

- a. Product Data: For each product.
 - i. Plant Materials: Include quantities, sizes, quality, and verified sources for plant materials.
- b. Growing Field Plan and Shop Drawings:
Submit the following:
 - i. Growing field location with denoted aerial photograph.
 - ii. Layout of trees within growing field, with specific attention paid to the correct orientation of the rows (as either east to west rows or north to south rows).
- c. Fertilization Plan:
 - i. Diagnostic and testing strategy for fertilization throughout growing duration.

III. INFORMATIONAL SUBMITTALS

- a. Qualification Statements:
For Contract Tree-Grower.
 - i. Submit documentation of experience with project name, customer, and customer contact information of past projects.
 - ii. Include photographs of the contract growing site, final installation, and final project.
- b. Integrated Pest Management Program (IPM):
To be provided by Contract Tree-Grower Firm's Certified Arborist and shall include the following:
 - i. Fertility program and preventative insecticide application.
 - ii. Monthly arborist report that includes all current and future application schedules

- c. Soil Analysis Report:
 - i. Obtain soil analysis of materials from an accredited soil laboratory.
 - ii. Submit the results of the analysis to the Owner for review. Consult with Owner prior to testing. The results of test may alter the specified structure soil mix.

IV. CLOSEOUT SUBMITTALS

- a. Maintenance Data:
 - i. Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

V. QUALITY ASSURANCE

- a. Grower & Installer Qualifications:

A qualified Tree-Grower with the following qualifications:

- i. History of successfully executing contract tree growing projects of similar size and scope and demonstrate proficiency in managing a custom, purpose-built tree nursery consisting of trees designed to support the requirements of a specific project.
 - ii. At least five custom-built and managed nurseries from imported stock that Tree-Grower has managed within the last five years.
 - iii. Ability to provide necessary bonding capabilities.
 - iv. Ability to self-perform work.
 - v. Will assign an experienced, ISA Certified Arborist on staff (company employee) who will be present on Project site during execution of the Work and involved in day-to-day activities of the Project.
 - vi. Ability to provide insurance and bonding capabilities as required for project.
- b. Provide quality, size, genus, species, and variety of trees indicated, complying with applicable requirements in ANSI Z60.1.
 - c. Measurements:

Measure in accordance with ANSI Z60.1. Do not prune to obtain required sizes.

 - i. Trees: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches (150 mm) above the root flare for trees up to 4-inch (100-mm) caliper size, and 12 inches (300 mm) above the root flare for larger sizes.

VI. FIELD CONDITIONS

- a. Field Measurements:
 - i. Verify actual grade elevations, tree stake location and elevations, and desired top of root ball elevations. Provide to Contract Tree-Grower prior to tree planting.
 - ii. Stake and mark proposed finished grade at each planting location indicating top of root ball elevation.
 - iii. Verify service and utility locations, irrigation system components, and dimensions of trees by field measurements before proceeding with planting work.

VII. MAINTENANCE SERVICE

- a. Initial Maintenance Service: Provide tree maintenance by skilled employees of Contract Tree-Grower firm and as required in Part 3. Begin maintenance at Growing Field.
- b. Post-Transplant Maintenance Service: Provide tree maintenance by skilled employees of Contract Tree-Grower firm and as required in Part 3. Begin maintenance immediately after trees are installed on Project Site.
- c. Continuing Maintenance Proposal: From Contract Tree-Grower firm to Owner, in the form of standard maintenance agreement, starting after Substantial Completion. State services, obligations, conditions, and terms for agreement period and for future renewal options.
 - i. Maintenance Period: One-year from date of individual tree planting.

VIII. TREE MATERIALS

- a. General:

Furnish custom nursery-grown trees true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Tree List, Tree Schedule, or Tree Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning.

 - i. Trees shall be within a 10 percent variance of specified tree quality and size.
- b. Trees with damaged, crooked, or multiple leaders; with tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); with crossing trunks; with cut-off limbs more than 3/4 inch (19 mm) in diameter; or with stem girdling roots are unacceptable.
- c. Tree root flare should be clearly visible and not buried. Any tree with a buried root flare will not be permitted.
- d. Labeling: Label each tree of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific

name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for plant.

IX. BACKFILL SOIL

- a. Backfill Soil: Planting soil of suitable moisture content and granular texture for placing and compacting in planting pit around tree, and free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
 - i. Approved Manufacturers:
 - 1. Living Earth Technologies.
 - 2. Or approve equal
- b. Mixture: As determined by Certified Arborist with locally available materials.

X. FERTILIZERS

- a. Provide fertilizer on as needed basis as approved by Contract Tree-Grower's Certified Arborist and Landscape Architect.

XI. PESTICIDES

- a. Registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended in writing by manufacturer for each specific problem and as required for Project conditions and application. Restricted-use pesticides shall only be used by licensed applicators by relevant jurisdiction.

XII. CUSTOM GROWING FIELD

- a. Custom growing field shall be owned and operated by selected tree growing firm.
- b. Custom growing field shall be within 30 miles of the installation location.
- c. Assemble and organize trees into one continuous acreage that will be called the Growing Field.
- d. Grower shall be required to bring a representative tree to a City of Tomball community event once annually throughout the growing period.
- e. 10% of overstock shall be included in quantities. Overstock shall be maintained during the one-year warranty period.
- f. Consolidate material within growing field within 60 days of contract being awarded.
- g. Growing Field: Well drained, uncontaminated, secured site that is clearly out of a potential flood plain, and accessible to construction vehicles and visits by Owner and members of the Project Team.
 - i. Any product, waste disposal, or chemicals that are used on Growing Field must be legal and in compliance with the applicable codes and ordinances of the relevant jurisdiction and must comply with ANSI A300 Standards.

- h. Trees on Growing Field: Boxed and on automated irrigation.
 - i. Water:
 - 1. From reliable and redundant sources suitable for agricultural purposes. Provide water tests for Certified Arborist and Landscape Architect review and approval.
 - 2. pH between 6.5-7.

XIII. GROWING AND CULTIVATING TREES

- a. Methods used to cultivate trees shall comply with ANSI A300.
- b. Any pruning performed shall comply with ANSI A300 (Part 5) so as not to blemish quality of trees
- c. Balled-and-Bur lapped (B&B) Starter Material Trees:
Dug and basketed with non-treated burlap before placing in Growing Field. Comply with the following minimum ratios of root ball to caliper:
 - i. 5-inch Caliper: 65-inches minimum root ball diameter.
 - ii. 7-inch Caliper: 80-inches minimum root ball diameter.
 - iii. 10-inch Caliper: 120-inches minimum root ball diameter.
 - iv. 12-inch Caliper or Larger: Boxed trees.
- d. Boxed and/or AirPot Trees:
Dimensional boxes to accommodate site specific planting requirements, limitations, and utility clearances while providing proper ratio of root mass to caliper of tree.
 - i. Boxes shall be used for proper air exchange and proper root growth. No containerized materials will be permitted.
 - 1. 6–7-inch Caliper Trees: Grown in 60-65” diameter Airpots.
 - 2. 10–12-inch Caliper Trees: Grown in 72” Airpots until trees reach an 8” caliper. Once trees reach 8”, trees shall be placed in a wooden dimension box. Final box dimensions will be determined by TXDOT.
 - ii. Trees Planted on Structure or Over Concrete Lids: Comply with the following weight for trees planted in areas above concrete lids:
 - iii. Maximum Load: 250 psf
 - iv. Working Load: 250 psf
 - v. Tree caliper and associated root ball dimensions and weight must be modified in the following manner:

XIV. TRANSPORTING TREES

- a. Certified Arborist shall be on site during all handling of trees.
- b. Loading and Unloading:
 - i. Prior to loading, install ArborGuard or approved equal around tree.
 - ii. Tie up trees with the combination of gentle hand-tying and a properly adjusted size ring to bring tree crown into a cocoon and proper shipping package.
 1. Dutchman 60/72-inch Tree Tye ring or approved comparable will be used to pull in the branches while simultaneously being tied in using polypropylene rope to gently bring in branching.
 - iii. Install root ball hatting and place on top of the root ball to cover top of box to prevent soil loss during transport and maintain integrity of root ball.
 - iv. Lift trees without the use of trunk or limb strapping method or in a manner that does not compromise root ball integrity.
 - v. Submit tree handling methodology for approval by Landscape Architect.
 - vi. Loads shall be double tarped using only tree shade tarps that cover the entire length and width of the load. Tarps shall be secured in a manner that allows for no movement during transport.
 - vii. Unload trees directly into planting locations or adequate staging areas.
 - viii. Unload trees within two hours of arrival to the Project Site.
 - ix. Install trees within 24 hours of being delivered to Project Site.

XV. PLANTING PREPARATION

- a. Examine areas to receive trees, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.
 - i. Proceed with planting only after unsatisfactory conditions have been corrected.
- b. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
- c. Install erosion-control measures to prevent erosion or displacement of soil and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways
- d. Stabilizing Root balls:
 - i. Install ArborAnchor system or approved equal within one foot of the edge of root ball base.
 - ii. Anchor root balls using 2-inch industrial webbing.

XVI. TREE PLANTING

- a. Inspection: At time of planting, verify that root flare is visible at top of root ball in accordance with ANSI Z60.1. If root flare is not visible, remove soil in a level manner from root ball to where the top-most root emerges from the trunk. After soil removal to expose root flare, verify that root ball still meets size requirements.
- b. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting them cleanly; do not break.
- c. Tree Boxes:
 - i. Remove and dispose of box properly.
 - ii. Plant tree at predetermined locations and elevations.
 - iii. Immediately backfill with approved soil mix. As the mix is added, apply water to displace air pockets and eliminate settling.
 - iv. Provide initial watering immediately after planting. City will be responsible for automatic irrigation installation and operations.

XVII. TREE MAINTENANCE

- a. Provide the following maintenance procedures during these maintenance periods:
 - i. Initial Maintenance Service: Begin in Growing Field.
 - ii. Post-Plant Maintenance: Begin immediately following tree planting.
 - iii. Continuing Maintenance Program: Begin immediately following Substantial Completion.
- b. Maintenance Procedures:
 - i. Perform plant health care monitoring inspections at least once per month and complete pest and disease report. Report to include recommendation of treatments necessary to ensure that the trees are healthy and vigorous.
 - ii. Provide initial planting hydration, mulching, and weed control.
- c. Hydration: Provide initial watering immediately following installation. GC or others to install automatic irrigation thereafter.
 - i. Monthly soil moisture monitoring with recommended irrigation adjustments
 - ii. First Application: Based upon soil diagnostics, in conformance with ANSI A300 (Part 6).
- d. Mulching:
 - i. Initial Mulching to a depth of 3"
- e. Canopy Pruning: Perform required pruning in strict accordance with ANSI A300 (Part 5), with the specific objectives of:
 - i. Removing dead, damaged, diseased, crossing and conflicting, poorly spaced, or otherwise objectionable branches in a manner that minimizes the loss of foliage in the remaining crown.

- f. Monthly Arborist Report: Provide report that includes the following:
 - i. Tree conditions.
 - ii. Pest and pathogen observations.
 - iii. Soil moisture conditions.
 - iv. Tree protection zone integrity.
 - v. Mulch coverage condition.
 - vi. Construction impact assessment.
 - vii. Issues outside of maintenance scope.

XVIII. WARRANTY

- a. Installer's Special Warranty: Tree grower and installer firm agrees to the following:
 - i. Warranty will include one-year monitoring for pests, soil moisture monitoring, and seasonal irrigation adjustments recommendations.
 - ii. Warranty does not include owner neglect, vandalism, trees hit by vehicles, or acts of God.
- b. Replacement Trees:
 - i. Replacement trees do not carry a warranty.
 - ii. Access to tree planting area and street or lane closure to be provided by Owner.
 - iii. Removal and replacement of finished surfaces will not be included.
 - iv. Tree replacements are based upon the following:
 - 1. Overstock will be used for all replacements
- c. Warranty Periods begins from Date of individual tree planting for one-year.

XIX. Monthly Tree Care Alternate (ANSI A300 / ISA Aligned)

- a. eEstablishes requirements for monthly tree care services to be performed only if installation of project trees is delayed beyond the originally scheduled planting date. The intent is to preserve tree health, structure, and readiness for installation.
- b. All work shall comply with applicable ANSI A300 Standards and International Society of Arboriculture (ISA) Best Management Practices. All services shall be performed by, or under the supervision of, an ISA Certified Arborist.
- c. While trees remain in nursery or holding conditions, the Contractor shall provide monthly care including, at a minimum:
 - 1. Irrigation appropriate to species, container size, soil media, and prevailing weather conditions (ANSI A300 Part 2).
 - 2. Fertilization and soil management, as necessary, based on inspection and tree condition (ANSI A300 Part 2).
 - 3. Corrective and structural pruning, limited to work necessary to maintain health and form (ANSI A300 Part 1).

4. Pest, disease, and stress monitoring, utilizing Integrated Pest Management (IPM) practices as needed (ANSI A300 Part 10).
 5. General maintenance is required to maintain trees in healthy, vigorous, and plantable condition.
- d. Inspections and Documentation
- i. The Contractor shall conduct a monthly inspection of all trees and provide written documentation summarizing:
 1. Overall tree condition
 2. Maintenance activities performed
 3. Identified deficiencies or risks
 4. Corrective actions taken or recommended
- e. Tree Quality and Replacement
- i. Trees that decline below acceptable industry standards or are deemed unsuitable for installation shall be promptly reported to the Owner. Subject to Owner approval, such trees shall be replaced at no additional cost.

Exhibit B
COST PROPOSAL
RFP 2026-06: Tree Growing and Planting

Tree Caliper Size	Number of Trees Needed	Cost Per Tree	Total Cost of Trees
5" Caliper Trees (65" Root Ball Minimum)	65	\$1,184.00	\$76,960.00
7" Caliper Trees (80" Root Ball Minimum)	65	\$2,664.00	\$173,160.00
10" Caliper Trees (120" Root Ball Minimum)	25	\$5,178.00	\$129,450.00
12"+ Caliper Trees (Boxed – TxDOT Approved)	25	\$6,364.00	\$159,100.00
7 inch Caliper Trees: Grown in 60-65" diameter Airpots	6	\$2,664.00	\$15,984.00
12 inch Caliper Trees: Grown in 72" Airpots until trees reach an 8" caliper	10	\$6,364.00	\$63,640.00

Tree Care Alternates: (If Needed Due to Project Delay)			
Monthly Tree Care Alternate – 5"	65	\$13.00	\$845.00
Monthly Tree Care Alternate – 7"	65	\$22.00	\$1,430.00
Monthly Tree Care Alternate – 10"	25	\$26.00	\$650.00
Monthly Tree Care Alternate – 12"	25	\$26.00	\$650.00
Monthly Tree Care Alternate – 7" Grown in 60-65" diameter Airpots	6	\$22.00	\$132.00
Monthly Tree Care Alternate – 12" Grown in 72" Airpots until trees reach an 8" caliper	10	\$26.00	\$260.00

Installation:			
Installation – 5" Caliper	65	\$1,776.00	\$115,440.00
Installation – 7" Caliper	65	\$3,996.00	\$259,740.00
Installation – 10" Caliper	25	\$7,767.00	\$194,175.00
Installation – 12" Caliper	25	\$9,546.00	\$238,650.00
Installation – 7" Caliper - Grown in 60-65" diameter Airpots	6	\$3,996.00	\$23,976.00
Installation – 12" Caliper - Grown in 72" Airpots until trees reach an 8" caliper	10	\$9,546.00	\$95,460.00

Total Purchase Price:	\$1,549,702.00
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COST PROPOSAL - ENVIRONMENTAL DESIGNS INC
RFP 2026-06: Tree Growing and Planting

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Total Purchase Price:	\$1,549,702.00
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City Council Meeting

Agenda Item

Data Sheet

Meeting Date: April 20, 2026

Topic:

Approve a services agreement renewal with Evolve Power Generation for generator preventive maintenance and repairs through a Choice Partners cooperative purchasing contract (Contract No. 17-020CG-04) for a not-to-exceed amount of \$105,000, 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 2025-2026 budget and will be allocated in the fiscal year 2026-2027 budget.

Background:

Evolve Power Generation is a local company that has consistently provided the City of Tomball with generator maintenance and repair services for the City’s fifteen (15) generator units located at various critical facilities. These services are essential to ensuring continuity of operations and maintaining reliable backup power for public safety, utility infrastructure, and other City operations.

In 2024, the City executed a Services Agreement with Evolve Power Generation for generator maintenance and repair services. The agreement included an initial one-year term with the option for up to five (5) additional one-year renewals. The first renewal was executed in 2025, and the proposed renewal will represent the second renewal of the agreement, with three (3) one-year renewal options remaining.

During the most recent contract period, staff has observed an increase in the frequency and scope of repairs, primarily due to the aging condition of several generator units within the City’s inventory. As these generators continue to age, maintenance needs have become more frequent and more extensive to ensure continued reliability and operational readiness.

Accordingly, staff is requesting an increase to the contract amount to provide sufficient funding for anticipated repair services during the upcoming contract term. This adjustment will allow the City to proactively address necessary repairs and maintain dependable backup power capabilities across City facilities.

Based on the City’s adopted Procurement Policy, staff is requesting approval of a services agreement renewal for generator maintenance and repairs through an existing Choice Partners cooperative purchasing contract for services this fiscal year in excess of \$100,000. The chart below identifies projected spending through April 30, 2027.

Services Agreement Renewal Estimated Expenditures	
Preventive Maintenance & Inspections	\$25,000
Required Repairs	\$80,000
Total Estimated Purchases: \$105,000	

Origination: Project Management

Recommendation:

Staff recommends approving a services agreement renewal with Evolve Power Generation for generator preventive maintenance and repairs through a Choice Partners cooperative purchasing contract (Contract No. 17-020CG-04).

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: #100-145-6206

#100-157-6206

#600-613-6207

#600-614-6207

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

Signed Meagan Mageo
Staff Member _____ Date _____

Approved by _____
City Manager _____ Date _____

**CITY OF TOMBALL
SERVICES AGREEMENT**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Generator Preventive Maintenance & Repairs

This Agreement is made and entered into by the **City of Tomball** (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, **Evolve Power Generation** (the “Company”), with an office at **10555 Cossey Road, Houston, Texas 77070**, City hereby engages the services of Company as an independent contractor for **generator maintenance and repairs**, upon the following terms and conditions.

1. SCOPE OF AGREEMENT

- 1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Exhibit B – Contract Pricing, attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City’s sole discretion, shall control.

2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from **May 1, 2026 through April 30, 2027, with three (3) additional one-year renewal options remaining**. The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed **\$105,000**.

6. IDEMNITY

6.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents and employees of the City of Tomball.
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
 - i. injury or damage to any property or right
 - ii. injury, damage, or death to any person or entity
 - iii. attorneys' fees, witness fees, expert witness fees and expenses,
 - iv. any settlement amounts; and
 - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

6.2. Indemnity

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

7. INSURANCE

7.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation Employer's Liability	(where required – Statutory by State Law) \$100,000 per occurrence

(b) Commercial (Public) Liability, including but not limited to:

- a. Premises/ Operations Combined Single Limit
- b. Independent Contractors
- c. Personal Injury
- d. Products/Completed Operations
- e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:

- a. Owned/Leased Automobiles
- b. Non-owned Automobiles
- c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

7.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Br provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

8. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

9. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

10. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

11. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

12. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

10555 Cossey Road
Houston, TX 77070

13. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City’s behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

City of Tomball, Texas
Attn: Project Manager
501 James Street
Tomball, Texas 77375

AGREED to and ACCPETED this 24th day of March, 2026.

Evolve Holdings, Inc.

Company
Hunter Hood

Signature
Hunter H. Hood

Print Name
Operations Manager

Title

AGREED to and ACCPETED this 24th day of March, 2026.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Thomas Harris III
City Secretary

City of Tomball Quotes for Generator Preventative Maintenance and Repairs

It is the intention of the City of Tomball to obtain professional Generator Maintenance and Repair Services for Fifteen (15) City owned electric generators. The City of Tomball will have the right and option to terminate any Contract upon thirty (30) days written notice.

The services to be furnished in this agreement will be for quarterly and/or semi-annual preventative/ scheduled maintenance and emergency services, as required to provide proper operation of the generators.

- **Current Generators (15)**

Unit Name – Location	Address	kW	Make	Model
City Hall/Police Dept.	401 Market St	100	Onan	100DGDB
Fire Station #1	1200 Rudel	125	TBD	TBD
Fire Station #2	11725 Holderrieth	125	Kohler	Kohler
Fire Station #5	19900 Telge	200	Cummins	200GFPC
Ingersol-Rand Trailer	501 James St	60	Ingersol-Rand	G60/2008
Kohler Trailer	501 James St	200	Kohler	200REOZT
South WWTP	12411 Holderrieth	800	Catepillar	3412
North WWTP	615 E Hufsmith	500	MTU	10V.1600 DS500
Water Well 5 & 6	15902 FM 2920	725	Cummins	725GFLC
Service Center – PW	501 James St	150	Cummins	DSGAC-1337003
Pine St Well	802 S Pine	600	MTU	DS00600D6SRAH148
Public Works - Admin	501 James St	100	Onan	100DGDB
Grand parkway Gas Gate	13502 ½ Rocky Road	60	Cummins	C60 N6
(2) Tower Generators	401 Fannin	7.5	Onan	TBA

- **The Contractor must meet the following requirements:**
 - 1.) The Contractor must be subject to 24 hour on call notice 365 days per year and must provide the City with normal, weekend and emergency telephone numbers.
 - 2.) All maintenance and repairs shall be completed during normal working hours (8am – 5p) except for emergencies; pricing per hour for repairs must be provided.
 - a. Regular hourly repairs (8:00am to 5:00 pm)

- b. Overtime hourly rate for repairs (5:01 pm to 7:59 am, weekdays, and all day Saturday and Sunday)
 - c. Holiday hourly rate for repairs (all City observed Holidays)
- 3.) If during the preventative/ scheduled maintenance services, the Contractor determines the need for repair or replacement of parts, the scope of which extends beyond the assigned preventative maintenance tasks, the Contractor shall promptly notify the Project Coordinator, or appointed designee, and shall not proceed until approved.
- 4.) The Contractor shall maintain service records for all work completed for each generator. The City of Tomball reserves the right to review the reports with 24 hours notice.
- 5.) The Contractor shall provide the City with a report at the end of each inspection, repair or test that shall include the location, manufacturer, model and serial number. This report should contain detailed information of evaluation, repair, test and/or maintenance completed, including start and end times. These reports may be delivered electronically.
- 6.) Semi-Annual Preventative Maintenance will be required for the following generator(s):
 - a. Ingersol-Rand Trailer
 - b. Kohler Trailer
 - c. Service Center – PW
 - d. South WWTP
 - e. North WWTP
 - f. Pine Street Water Well
 - g. Water Well 5 & 6
- 7.) Quarterly Preventative Maintenance will be required for the following generator(s):
 - a. City Hall/ Police Department
 - b. Fire Station #1
 - c. Fire Station #2
 - d. Fire Station #4
 - e. Fire Station #5
 - f. Public Works -Admin Building
 - g. Grand Parkway Gas Gate
- 8.) Preventative Maintenance will be required based on usage for the following generator(s):
 - a. Two (2) Tower Generators (Police Department)
- 9.) Preventative Maintenance (quarterly and semi-annual) should consist but not be limited to the following:
 - a. Replace oil, air, water, and fuel filters with new filters, if needed
 - b. Check and tighten all electrical connections or generators
 - c. Check and clean battery connections, check and record batter charge rates
 - d. Start and load generator, while running check and record coolant temperature
 - e. Check function of day tank pump
 - f. Check voltage and hertz, adjust if needed
 - g. Check for exhaust leaks
 - h. Check fuel level
 - i. Check all fluid levels

- j. Check for fluid leaks
 - k. Check and tighten all belts, replace if necessary
 - l. Provide report listing conditions of all systems
 - m. Tighten all electrical connections in transfer switches. This work may need to be completed during non-business hours, at no additional charge to the City of Tomball.
 - n. Provide one (1) External Load Bank Test to load generator to 100% of rated load for a period of two (2) hours. Provide complete report with recommendations upon Test Completion.
 - o. Testing of the generator transfer switch to be completed bi-annually on each generator.
- 10.) Requested maintenance shall be scheduled outside of the Preventative Maintenance Schedule by the City of Tomball and shall consist of the following:
- a. Start and run generator unloaded
 - b. Check voltage and frequency, adjust if necessary
 - c. Check all fluid levels
 - d. Check for fluid leaks
 - e. Check and adjust all belts, if necessary
 - f. Oil changes based on run times/ month
 - g. Provide report listing conditions of all systems
- 11.) Optional Tests/Services at Customer's Request – to be billed in addition to the standard Preventative Maintenance Price at Pre-Determined Price per Service on a Time & Material basis.
- a. Replace battery(ies)
 - b. Replace air cleaner
 - c. Oil analysis
 - d. Fuel analysis (Diesel only)
 - e. Coolant flush and replacement
 - f. Coolant analysis
- 12.) Any repairs required outside the scope of Preventative Maintenance and Scheduled Maintenance will be billed at the regular hourly rate or overtime hourly rate.
- 13.) When preparing pricing for quotes, the Contractor should factor in the price of mileage and the employees time to get to each location. The quoted price for each generator, for scheduled maintenance and preventative maintenance, should be all inclusive.
- 14.) It will be the City of Tomball's discretion for the number of scheduled maintenance appointments chosen to schedule.
- 15.) The Contractor is responsible for contacting the appointed designee listed as soon as the contract is awarded to establish the schedule for Preventative Maintenance and any scheduled maintenance required for each generator.
- 16.) Contractor must submit a maintenance checklist for review.

Exhibit B

GENERATOR MAINTENANCE & REPAIR SERVICES							
BASE QUOTES MAINTENANCE							
ITEM	DESCRIPTION	Make/ Model	(kW)	Cost for Quarterly Preventive Maintenance (Each)	Cost for Semi - Annual Preventive Maintenance (Each)	ATS Semi Annual Transfer Test After Hours (EACH)	Cost for Scheduled Maintenance as requested
1	City Hall/ Police Dept. 401 Market St	Gillette SP-1500	150	\$405.00 (\$1,620)		\$498.12	\$350.00
2	Fire Station #1 1200 Rudel	mtu 10V0068 GS125	125	\$405.00 (\$1,620)		\$498.12	\$350.00
3	Fire Station #2 11725 Holderrieth	Gillette SP-1500	125	\$405.00 (\$1,620)		\$498.12	\$350.00
4	Fire Station #4 10333 Mahaffey Rd	Cummins C250N6	250	\$425.00 (\$1,700.00)		\$498.12	\$350.00
5	Fire Station #5 19900 Telge	Cummins 200GFPC	200	\$425.00 (\$1,700.00)		\$498.12	\$350.00
6	Ingersol-Rand Trailer 501 James St	Ingersol-Rand G60/ 2008	60		\$593.35 (\$1,186.70)		\$350.00
7	Kohler Trailer 501 James St	Kohler 200REOZT	200		\$667.50 (\$1,335.00)		\$350.00
8	Service Center PW 501 James St	Cummins DSGAC-1337003	150		\$649.68 (\$1,299.36)	\$498.12	\$350.00
9	South WWTP 12411 Holderrieth	Gillette SP-5000-3-4N2 (Nat. Gas)	500		\$847 (\$1,694)	\$498.12	\$350.00
10	South WWTP 12411 Holderrieth	Gillette SP-5000-3-4N2 (Nat. Gas)	500		\$847 (\$1,694)	\$498.12	\$350.00
11	North WWTP 615 E. Hufsmith	MTU 10V1600 DS500	500		\$811 (\$1,622)	\$498.12	\$350.00
12	Pine Street Well 802 S. Pine	MTU DS00600D6SRAH148	600		806.50 (\$1,613)	\$498.12	\$350.00
13	Water Wall 5 & 6 15902 FM 2920	Cummins 725GFLC	725		\$847 (\$1,694)	\$498.12	\$350.00
14	Public Works (Unit used to be at city hall)	Onan 100DGDB	100	\$405.00 (\$1,620)		\$498.12	\$350.00
15	13502 1/2 Rocky Road	Cummins C60 N6	60	\$350.00 (\$1,400.00)		\$498.12	\$350.00

REPAIRS OUTSIDE THE SCOPE OF MAINTENANCE				
ITEM	DESCRIPTION	Hourly Rate	Minimum Charge or Minimum Hours	Total
1	Hourly cost for repairs during normal business hours (8am-5pm), including all cost (trip charge, service call, etc)	\$125.00	N/A	\$125.00
2	Hourly cost for repairs after hours, weekends, and holidays, including all cost (trip charge, service call, etc)	\$175.00	\$350	\$175.00

City Council Meeting Agenda Item Data Sheet

Meeting Date: April 20, 2026

Topic:

Executive Session: The City Council will meet in Executive Session as authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the following purpose(s):

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session.
- Sec. 551.072 – Deliberations regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Background:

Origination: David Esquivel, City Manager

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____
Staff Member Date

Approved by _____
City Manager Date