NOTICE OF WORKSHOP/REGULAR
CITY OF TOMBALL, TEXAS

Monday, October 19, 2026
5:00 P.M.

Notice is hereby given of a Workshop/Regular meeting of the Tomball City Council, to be held on Monday, October 19, 2026 at 5:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location**): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 812 8201 6331 Passcode: 832677.** The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

A. Call to Order

B. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

C. General Discussion

1. Discussion and direction on the development of the City's Legislative Priorities for the 2027 Texas Legislative Session.

2. Review of and discussion on the Houston-Galveston Area Council "Bringing Back Main Street" Event hosted in Tomball.

3. Tomball Economic Development Corporation activity update.

4. Review of and discussion on Tomball Legacy Square and alleyways update.

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. Workshop Discussion Only – Approve a contract with Daniel Dean.com, LLC for completion of the North Star Estates Erosion Repairs near Bearing Star Lane (Project No. 2025-10018), for a not-to-exceed amount of $240,000, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related thereto.

2. Workshop Discussion Only – Approve a Professional Services Agreement with Oller Engineering, Inc for the design of water line extension for the future Timkin Road, Project Number 2027-10003, for a not-to-exceed amount of $159,500, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. The expenditure was included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

3. Workshop Discussion Only – Approve a Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2027-10002, updates to the Water and Wastewater Master Plan and Impact Fees, for a not-to-exceed amount of $525,000. This expenditure is included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

4. Workshop Discussion Only – Approve a professional services agreement with Langford Community Management Services for grant administration services related to the Community Development Block Grant – Mitigation Reallocation Program (CDBG-MRP) grant for an amount not-to-exceed 7.5% of the total grant award, therefor, and authorize the City Manager to execute any and all documents related to the services.

E. Recess

F. Invocation - Adam McIntosh, St. David's Church

G. Pledges to U.S. and Texas Flags

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.]*

I. Reports and Announcements

1. Announcements

Upcoming Event:

- October 24, 2026 – Cancer Kiss My Cooley 5k and Superhero Dash from 9:00-11:00 a.m. near Paradigm Brewery
- October 24, 2026 – Tidy Up Tomball from 8:00-11:30 a.m. in Downtown Tomball and nearby areas
- October 25, 2026 – Tomball Praises Together from 3:00-7:00 p.m. at Tomball Depot Plaza
- November 7, 2026 – Depot Day Fall Fest from 11:00 a.m.-5:00 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:

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 October 5, 2026, Workshop/Regular City Council meeting.

2. Approve the purchase of a 600kW natural gas generator for the Pine Street Water Plant from Evolve Holdings, Inc. (Evolve Power Generation) through a cooperative purchasing contract with Choice Partners (Contract No. 25/033MR-15 & 25/018MF-22) for a not-to-exceed amount of $350,000, approve the expenditure of funds therefor, and authorized the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

3. Approve the purchase of an 800kW natural gas generator for the FM 2920 Water Plant from Evolve Holdings, Inc. (Evolve Power Generation) through a cooperative purchasing contract with Choice Partners (Contract No. 25/033MR-15 & 25/018MF-22) for a not-to-exceed amount of $420,000, approve the expenditure of funds therefor, and authorized the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

4. Approve an agreement with Hayden Paving, Inc. to complete asphalt repairs on Baker Drive, Quinn Road, and SH 249, through a BuyBoard Contract (Contract No. 800-26) for a not-to-exceed amount of $217,953.60, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

5. Approve a Facilities Agreement with Kinder Morgan Tejas Pipeline, LLC for design and construction of the interconnect for the proposed City Gas Gate 4, Project Number 2026-10001, for a not-to-exceed amount of $563,466, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. The expenditure was included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

6. Approve the purchase of a VacHunter Combo truck from Houston Freightliner through Buyboard Cooperative Purchasing (Contract #HT07-26) for a not-to-exceed amount of $405,000 approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. The expenditure was included in the FY 2026-2027 Budget.

7. Approve a Professional Services Agreement with Oller Engineering, Inc for the design of water line extension for the future Timkin Road, Project Number 2027-10003, for a not-to-exceed amount of $159,500, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. The expenditure was included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

8. Approve the purchase of supplies and materials from Amazon Capital Services, Inc. through the OMNIA Partners Cooperative (Contract # R-TC-17006) for a not-to-exceed amount of $150,000, approve the expenditure of funds therefore, and authorize the City Manager to execute all documents related to the purchase. The purchases are included in the FY 2026-2027 budget.

K. Old Business

1. Approve, on Second Reading, Resolution No. 2026-44-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Old Town Façade Improvement Grant by and between the Corporation and D&A Sno, LLC dba Sno Angels Sno Balls to make direct incentives to, or expenditures for, building improvements for new or expanded business enterprises to be located at 525 W. Main Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $40,000.00.

L. New Business

1. Approve a contract with Daniel Dean.com, LLC for completion of the North Star Estates Erosion Repairs near Bearing Star Lane (Project No. 2025-10018), for a not-to-exceed amount of $240,000, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related thereto.

2. Conduct a public hearing and consideration to approve **Zoning Case Z26-08:** Request by Wendy Kaiser to consider a zone change from the Single-Family Residential (SF-6) zoning district to the Old Town (OT) zoning district on Lot 22S of the Baker Unrecorded Plat, one lot containing approximately 0.29 acres of land, situated in the J House Survey, Abstract 34, located south the southwest intersection of Hicks Street and Baker Drive (304 Baker Drive).

   Adopt, on First Reading, Ordinance No. 2026-40, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning one lot containing approximately 0.29 acres of land, situated in the J House Survey, Abstract 34 from the Single-Family Residential (SF-6) zoning district to the Old Town (OT) zoning district on Lot 22S of the Baker Unrecorded Plat. The property is located south the southwest intersection of Hicks Street and Baker Drive (304 Baker Drive). The applicant is requesting to utilize the property for residential or office use; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

3. Conduct a public hearing and consideration to approve **Zoning Case Z26-010**: Request by Luke and Michelle Tamez to consider a zone change from the Single-Family Residential (SF-6) zoning district to the Old Town (OT) zoning district on Lots 23 and 24 of Block 29 situated within the Revised Map of Tomball; two lots containing approximately 0.16 acres of land located at the northeast intersection of South Cherry Street and McPhail Street (208 McPhail Street).

   Adopt, on First Reading, Ordinance No. 2026-43, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.16 acres of land situated within the Revised Map of Tomball from the Single-Family Residential (SF-6) zoning district to the Old Town (OT) zoning district on Lots 23 and 24 of Block 29. The property is located at the northeast intersection of South Cherry Street and McPhail Street (208 McPhail Street). The applicant is requesting to utilize the property as a real estate office, within the City of Tomball, Harris County, Texas; providing for a penalty of an

amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

4. Approve the purchase of vehicles, parts, and materials from Parkway Chevrolet, Inc. through Buyboard Cooperative Purchasing (Contract #724-23) for a not-to-exceed amount of $117,500, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. These expenditures are included in the FY 2026-2027 Budget.

5. 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. 551.074 – Personnel Matters: To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager, City Attorney, and Chief of Police.

6. Approve the expenditure of greater than $100,000 with Olson & Olson L.L.P, for legal services, the total not-to-exceed amount to $150,000.00 approve the expenditure of funds thereof and authorize the City Manager to execute any and all documents related to the expenditure. This expenditure is included in the FY 2026-2027 budget.

7. Consideration of and action on the City Manager's appointment of Shon Davis to Chief of Police.

M. Adjournment

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

I hereby certify that the above notice of meeting was posted on the City of Tomball, Texas' website (https://tomball-tx.municodemeetings.com), a place readily accessible to the general public at all times, on the 13th day of October, 2026 by 7:30 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

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: October 19, 2026

Topic:

Discussion and direction on the development of the City's Legislative Priorities for the 2027 Texas Legislative Session.

Background:

The Texas Legislature meets in regular session every two years, and preparation for the 2027 Session requires early coordination among the City Council, City Manager, City Attorney, City Departments, regional partners, and legislative offices. State law allows members of the Legislature to begin filing bills well before the session convenes, which means cities must identify and refine their priorities months in advance. For Tomball, this planning typically includes reviewing emerging municipal issues, monitoring interim committee charges, and coordinating with organizations such as Texas Municipal League and regional coalitions.

Under the Texas Constitution, legislators may begin pre-filing bills on the first Monday after the November general election. Pre-filing often results in thousands of bills being submitted before the session even begins, giving cities an early look at proposals affecting local control, land use, public safety, elections, and fiscal authority. Once filed, bills are numbered, referred to committees, and scheduled for hearings where stakeholders, including municipalities, may provide testimony or written input. Understanding this timeline helps the City position itself to respond quickly to legislation with operational or financial impacts.

The 2027 Regular Session will convene on the second Tuesday in January 2027 and run for 140 days, as required by the Texas Constitution. During this period, bills move through committee hearings, floor debates, and conference committees before final passage. The City's legislative priorities should be structured to support proactive engagement throughout these phases, including monitoring committee agendas, coordinating with legislative offices, and preparing timely analyses for Council consideration.

Developing Tomball's legislative priorities for 2027 will ensure the City is prepared to advocate for local interests, respond to proposed legislation, and collaborate with regional partners. Staff will return to Council with a draft set of priorities based on departmental input, statewide municipal trends, and anticipated policy areas. Council direction will guide the City's engagement strategy throughout the pre-filing period and the full legislative session.

Origination: David Esquivel, City Manager

Recommendation: Provide City Manager with direction on the development of the City's Legislative Priorities for the 2027 Texas Legislative Session.

Party(ies) responsible for placing this item on agenda: Thomas Harris III, City Secretary

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Review of and discussion on the Houston-Galveston Area Council "Bringing Back Main Street" Event hosted in Tomball.

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Caleb Mittanck, City Planner

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: October 19, 2026

Topic:

Tomball Economic Development Corporation activity update.

Background:

Origination: Kelly Violette, Executive Director, Tomball Economic Development Corporation

Recommendation:

Discussion item only; no action required.

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

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 Kelly Violette Approved by

Executive Director-TEDC Date City Manager Date

TOMBALL
ECONOMIC DEVELOPMENT CORP.

10/19/2026 City Council Update
(9/12/2026 – 10/9/2026)

Presentations, Events, & Meetings

- TEDC staff did an interview with Cole Gee from Community Impact regarding Tomball development updates on September 16, 2026
- TEDC staff met with BYB Advisors to discuss property improvements/expansion on September 21, 2026
- TEDC staff met with Bludot CRM regarding the platform and email connectivity on September 22, 2026
- TEDC staff attended the Ribbon Cutting ceremony for Watchtower Defense on September 29, 2026
- TEDC staff and the GTACC President met with First State Bank of Texas to discuss potential relocation on October 5, 2026
- TEDC staff met with Rani Foods to discuss potential relocation on October 6, 2026
- TEDC staff attended TEDC Annual Conference October 7-9, 2026

TEDC Board Meetings

Regular TEDC Board Meeting – September 15, 2026

- Presentation on the Tomball EDC 2025-2026 Fiscal Year financial statements
- Approved the Old Town Façade Improvement application for Sno Angels Sno Balls
- Discussed Future City Debt Service obligations and potential TEDC participation
- Discussed whether the Tomball Legacy Square Project aligns with the TEDC's statutory purpose and organizational objectives
- Discussed estimated renovation and remodeling costs for buildings A, C, and F at Tomball Legacy Square

Business Retention & Expansion (BRE) Committee

1 BR&E Committee Meetings 9/29/26 - 16 Business Improvement Grants (BIG's) Approved

- Lawrence Street Health Care Center– Façade Improvement – Approved - TEDC Grant: $10,000.00
- IC Star Solar (USA) LLC – Property Improvement – Approved - TEDC Grant: $10,000.00
- Gloyers Pharmacy – Signage Improvement – Approved - TEDC Grant: $2,500.00
- Tara Builders – (Nickson 1711 S. Persimmon LLC) – Landscape Improvement Approved - TEDC Grant: $4,675.00
- Tara Builders – (Nickson 1711 S. Persimmon LLC) – Property Improvement Approved - TEDC Grant: $5,266.00
- Tara Builders – (Nickson 1711 S. Persimmon LLC) – Façade Improvement Approved - TEDC Grant: $7,548.50

- Tara Builders – (Nickson S. Persimmon LLC) – Landscape Improvement Approved - TEDC Grant: $3,400.00
- Tara Builders – (Nickson S. Persimmon LLC) – Property Improvement Approved - TEDC Grant: $5,266.50
- Tara Builders – (Nickson S. Persimmon LLC) – Façade Improvement Approved - TEDC Grant: $7,548.50
- Tara Builders – (Nickson 1801 S. Persimmon LLC) – Landscape Improvement Approved - TEDC Grant: $3,400.00
- Tara Builders – (Nickson 1801 S. Persimmon LLC) – Property Improvement Approved - TEDC Grant: $5,275.00
- Tara Builders – (Nickson 1801 S. Persimmon LLC) – Façade Improvement Approved - TEDC Grant: $9,298.50
- Hutson Group – (330 W. Main) – Property Improvement – Approved - TEDC Grant: $5,000.00
- IdeaCo Investments LLC – (102 N. Oak) – Landscape Improvement Approved - TEDC Grant: $10,000.00
- IdeaCo Investments LLC – (102 N. Oak) – Property Improvement Approved - TEDC Grant: $10,000.00
- IdeaCo Investments LLC – (102 N. Oak) – Façade Improvement Approved - TEDC Grant: $10,000.00

Tomball Legacy Square (TLS)

- TEDC staff met with ERC for Asbestos and Lead Survey scheduling on September 15, 2026
- TEDC staff, TLS Committee Members Wayne Hall and Tom Condon met on site with Doctor Demolition to discuss proposed demo on September 17, 2026
- TEDC staff, TLS Board Member Hall, Committee Member Tom Condon, and Council Member Garcia met with White Oaks Wind Orchestra on September 21, 2026
- TEDC held the TLS Redevelopment Committee Meeting on September 22, 2026
- TEDC staff, TLS Board Members Covington, Hall and Hudson, and Committee Member Tom Condon met with Cypress Creek FACE on September 29, 2026
- TEDC staff and Committee Member Tom Condon conducted a site visit with Paradigm Construction and Church Realty on October 1, 2026
- TEDC staff and TLS Board Members met to discuss a potential Creative Arts Center on October 1, 2026
- TEDC staff met with Council Member Michna on October 1, 2026
- TEDC staff conducted a TLS Site Tour with Competitive Commercial Construction on October 6, 2026
- TEDC staff and Committee Member Tom Condon conducted a site visit with Paradigm Construction and Church Realty on October 1, 2026
- TEDC staff, TLS Board Members Covington and Hall, and Committee Member Tom Condon met with Paradigm Construction to discuss TLS costs on October 7, 2026

SYEP – Summer Youth Employment Program

- TEDC staff closed out the Summer 2026 Program and will begin preparing for the 2027 Program
- TEDC staff presented an informational video at the October 13th TEDC Board Meeting

Upcoming Events

- BRE Committee Meeting – October 13, 2026
- Tomball Legacy Square Advisory Committee Meeting #8 - October 15, 2026
- TEDC Annual Outlook Luncheon – October 22, 2026
- BRE Committee Meeting – October 27, 2026
- TEDC Board Meeting – November 10, 2026

Marketing & Communications

- Social media outreach continued across Facebook, Instagram, and LinkedIn. For September 12 through October 5, the latest complete reporting day available in Wingman at the time of this report, TEDC published 15 posts across the three platforms, generating approximately 7,440 impressions, 169 likes, and 45 comments.
- Promotion for the October 22 Economic Outlook Luncheon advanced through email outreach and online registration. A reminder campaign was sent September 18, followed by the Fall 2026 Quarterly Newsletter on October 5, which promoted the extended October 8 RSVP deadline. As of October 6, Wingman contained 55 contacts with affirmative luncheon RSVPs, 2 RSVPs were received outside of the system (verbally). Staff also prepared a draft agenda and coordinated with Tomball ISD CTE on event decorations.
- The Fall Quarterly Newsletter went to 922 contacts, with 850 successful deliveries. As of October 6, analytics show a 44% open rate, 49 clicks (5.8% click rate), including 22 unique clicks on the luncheon RSVP link. New subscribers have grown by 4% with 38 in the past 30 days. Updated staff headshots were placed in a new footer showcasing Tomball EDC staff (the full team is new for this edition of the newsletter).
- Website communications expanded with seven published items: six news and press-release updates and a new Hoelscher Doors success story. Marketing wrote and published three articles on the Strategic Work Plan, adopted budget, and SEDC recognition, and reviewed and published two Winkler PR articles on Tomball Legacy Square and Hoelscher's growth. The Board vacancy announcement and IEDC awards release were also published. Updated staff headshots were also added to the website.
- Multimedia production progressed toward the Economic Outlook Luncheon. Staff recorded business, community, and City partners and circulated a rough cut of the luncheon impact video for internal review. Additional footage of local businesses and infrastructure projects is being incorporated before revealing the video at the Luncheon. Moffett Productions also delivered an updated Summer Youth Employment Program video cut with graphics and supporting footage for staff review.
- Two YouTube uploads were published during the period: the September 15 Board meeting recording and a Short featuring Tomball Police Department training at Tomball Legacy Square. The Board meeting video was also posted to the website.
- Business-attraction advertising continued to advance. Marketing prepared 24 in-house ad layouts across eight concepts, each in half-page, full-page, and two-page formats, and

submitted them for staff review. New Business Facilities advertising materials were submitted by Marketing, and FDI Alliance International supplied the published TEDC article and accompanying artwork for further promotion.

- Digital advertising targeting was refined with Multiview. Staff reviewed campaign keywords and requested changes emphasizing business site selection, corporate expansion, and Tomball's business climate to better align outreach with economic-development audiences.
- Staff met to align TEDC's communications approach, and Marketing prepared a draft Communications Playbook for a 30-day pilot. The playbook covers messaging, factual accuracy, review responsibilities, and file management.
- A Made in Tomball interview and story-production guide was also developed to support coordinated articles, photography, video, and social content from business visits. The guide will assist in accomplishing local marketing goals within the Strategic Work Plan.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Review of and discussion on Tomball Legacy Square and alleyways update.

Background:

Origination:

Recommendation:

Discussion item only; no action required.

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 Kelly Violette Approved by

Executive Director-TEDC Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Workshop Discussion Only – Approve a contract with Daniel Dean.com, LLC for completion of the North Star Estates Erosion Repairs near Bearing Star Lane (Project No. 2025-10018), for a not-to-exceed amount of $240,000, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related thereto.

Background:

In 2020, the City completed a drainage improvement project in North Star Estates on Rigel Court that included the construction of a retaining wall and drainage channel stabilization to aid with erosion along the drainage channel. In November 2023, staff was made aware that erosion issues were occurring adjacent to the site where the retaining wall was constructed. Staff began working with Freese & Nichols, Inc., the original design consultant, to conduct a site investigation. The site investigation included observing and documenting existing conditions and future erosion repairs needed.

Freese & Nichols completed the design of the project identified as North Star Estates Drainage Improvement Phase II, which included removing sub-optimal fill and replacing it with acceptable fill, keying/benching and compacting imported selected fill, flattening the slope to a more gradual slope, and armoring the area with rock riprap. Following completion of that project in April 2025, design commenced for the next segment of the drainage channel near Bearing Star Lane in August 2025.

In accordance with the City's Procurement Policy, sealed bids were solicited for construction of the North Star Estates Erosion Repairs near Bearing Star Lane. A total of eleven bids were received, and The Winstead House LLC, dba iDig Katy, was determined to be the lowest responsive bidder with a bid of $200,420. City Council subsequently awarded the construction contract to iDig Katy in February 2026.

During construction, the City experienced continued issues with the contractor's performance, including insufficient construction progress, failure to adhere to the project schedule, deficient project management, inconsistent communication and coordination, and failure to complete the work within the required contract time. The City's termination documentation further identified repeated periods of inactivity, failure to provide required scheduling and progress information, and disregard of City directives. On August 31, 2026, the City formally terminated the contract for cause and contractor abandonment.

Since termination, iDig Katy has filed for Chapter 11 bankruptcy protection. At the time of termination, approximately $172,225 remained under the original $200,420 construction contract. The amount of work completed by iDig Katy was minimal in comparison to the overall project scope, leaving a substantial portion of the original work incomplete. In addition, erosion and changing site conditions resulting from the incomplete work have created additional corrective and restoration needs that must be addressed as part of project completion.

The City has filed a claim under iDig Katy's **performance bond**, and the surety is currently evaluating the claim. The City is seeking recovery through the performance bond for eligible contractual obligations and costs resulting from the contractor's default, including costs exceeding the amount previously allocated by the City for completion of the project. The claim also includes additional engineering expenses associated with the extended and disrupted construction process, including additional engineering services required while monitoring construction performed by iDig Katy and future construction administration and oversight required during completion of the project by the replacement contractor. The City's termination notice was provided to the project surety and stated that the City would work separately with the surety regarding completion of the project.

Staff obtained a revised completion proposal from Daniel Dean.com, LLC in the amount of $240,000. The proposal includes labor, equipment, and materials necessary to complete the remaining work, including tree removal, slope repair and grading, installation of riprap systems, drainage improvements, water control and SWPPP measures, restoration, temporary irrigation, and site cleanup. The proposal also includes the purchase of up to 555 tons of riprap and 200 tons of bedding material, in addition to placement of existing material already stockpiled on the site.

The proposed $240,000 completion contract is $67,775 greater than the $172,225 remaining under the original iDig Katy contract. The increased cost reflects the substantial amount of the original project scope that remains incomplete, remobilization by a replacement contractor, current erosion and site conditions requiring corrective work, and additional work necessary to stabilize and restore the project area.

Due to the existing drainage and erosion conditions and the need to timely stabilize the site and protect surrounding property and the public, staff determined that delaying completion of the work to conduct a new competitive procurement would not be appropriate. Therefore, the replacement contract is being procured pursuant to the exemption provided under **Texas Local Government Code Section 252.022(a)(2)** for a procurement necessary to preserve or protect the public health or safety of the municipality's residents.

Contract and Funding Summary	
Original iDig Katy Contract	$200,420
Remaining Balance – iDig Contract	$172,225
Daniel Dean.com, LLC Quote	$240,000
Amount Above Remaining Contract Balance	**$67,775**

The City will continue pursuing recovery under the performance bond for eligible costs associated with the original contractor's default, including excess construction costs and additional engineering services required to complete the project. The amount ultimately recoverable remains subject to the surety's evaluation of the City's claim.

Origination: Project Management

Recommendation:

Staff recommends approving a contract with Daniel Dean.com, LLC for completion of the North Star Estates Erosion Repairs near Bearing Star Lane (Project No. 2025-10018), for an amount not to exceed $240,000, authorizing the expenditure of funds therefor, and authorizing the City Manager to execute any and all documents related thereto.

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

FUNDING (IF APPLICABLE)

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

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

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

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

North Star Estates

Completion Proposal

Erosion Repairs near Bearing Star Lane | TMB25574

DanielDean.com, LLC (DD) | Prepared for City of Tomball (City)

Proposed Price: $240,000

Payment terms: 50% of the contract price is due upon completion of 50% of the work. The remaining 50% is due upon completion of the work.

Includes labor, equipment and materials listed below, including purchase of up to 555 tons of RipRap and 200 tons of bedding material, in addition to placement of existing material already stockpiled on site. These are new-material purchase allowances, not a statement that all listed material must be purchased or that stockpiled material can be deducted a second time.

RipRap delivery quantities are based on 1.5 tons per cubic yard.

This completion proposal includes field scope and exclusions that differ from the drawings. See page 2 for exclusions and conditions.

Tree Removal

Remove and haul away (4) trees, including the stumps as needed, including the large pine tree.

Slope Repair and Dirt Work

Take out the elevated area beneath the large pine tree so it matches the slope on each side of it. Spread the dirt across the area and grade it so it looks nice and uniform, in an effort to minimize exporting dirt. Use on site soil as select fill and compact it as placed. Provide compaction testing documentation for dirt we place.

Riprap Systems

Install (3) V-shaped riprap systems and (1) flat riprap system. The City & DD will discuss all (4) locations before work begins. Over excavate the area of each install, install nonwoven geotextile fabric, 6-inch bedding gravel on top of the fabric, and riprap on top of the bedding gravel. Tie the toe of the slope into the floor of the creek.

Drainage

Supply and install (2) back slope interceptors (referred to as Inlets) with 24-inch x 24-inch concrete inlet boxes and 18-inch HDPE pipe to discharge into the creek. Run the pipe down from each box through a 45 degree fitting, continue parallel with the slope, then use another 45 degree fitting to discharge near the creek bottom. This arrangement provides (4) 45 degree fittings in total.

Grade the area so water flows to the Inlets. Build a berm on the lower side of the graded area and create swales as needed to direct water into the Inlets.

Water Control and SWPPP

Manage water during construction. Install or repair and maintain the erosion controls needed for the work, including (2) rock filter dams & silt fence. Complete SWPPP inspections and records, remove trapped sediment, and remove temporary controls after the area is stabilized. Removal of rock filter dams is described as breaking them down so water can pass over & through them and water will spread the rock across the floor over time. Construct rock filter dams with 3x5 crushed concrete & woven geotextile fabric.

Restoration and Watering

After completing the work, provide up to (10) regular dump truck loads of topsoil, spread it and smooth it. This is included in the $240,000 and is not charged again under the extra dirt rate. Install (2) eighteen-wheeler loads of Bermuda sod. Broadcast seed over the other disturbed areas if there is not enough sod.

Immediately after sod installation, supply and install a temporary irrigation system that will be set up for (45) days, then remove the temporary system. The City/Homeowner will provide a usable water source (water spigot) and connection and pay for the water.

Driveway Cleanup

Remove and haul away the temporary crushed concrete covering the existing driveway used for equipment, trucks and material access. This aggregate removal and haul away are included in the $240,000. Sweeping, blowing and pressure washing are included.

North Star Estates

Exclusions and Conditions

Erosion Repairs near Bearing Star Lane | TMB25574

DanielDean.com, LLC (DD) | Prepared for City of Tomball (City)

Please read these details carefully. Scope and pricing only include the items specifically listed in this proposal. Discussions, site walks, calls, texts, photos, marked images and examples do not add work unless it is written in the scope. Changes or additional work may result in additional charges, to be agreed in writing before that work proceeds.

Wet, Soft or Unsuitable Subgrade

Wet ground, soft subgrade, rain, underground water, springs, poor soils and saturated areas can delay work, change the work method or require additional cost. DD is not responsible for drying or stabilizing wet or soft existing subgrade beyond the work included in this proposal. Removing unsuitable material beyond the included excavation, replacing it with imported suitable fill, mechanical drying, lime, fly ash or similar fixes are additional unless specifically included.

If equipment sinks, trucks cannot access the area or these conditions prevent proper construction, work in the affected area may stop until conditions improve or a corrective method is approved. DD will notify the City so the City/design engineer can review the corrective work and any additional cost before it proceeds. Completion may be delayed.

Normal construction water control, the included excavation and grading, normal moisture conditioning, compaction and testing of fill placed by DD, and routine erosion-control maintenance remain included.

Not Included or Responsible For

- Imported or exported dirt will be charged at $150 per regular dump truck load as stated in the proposal, except for the included topsoil. The City will provide a place to drop exported dirt at no charge. Driveway aggregate removal and tree haul-away are included and are not charged again under this dirt rate.
- Sewer line and manhole repairs, including utility specific excavation, bypass, connections, testing, and restoration, are excluded from DD's scope and price.
- Concrete driveway repair or replacement is excluded. Aggregate removal, haul away and driveway cleanup are included.
- Rebuilding work or replacing materials washed away by a heavy rain or flood is excluded. Existing washout repairs within the agreed completion limits, normal water control and erosion control maintenance are included.
- Removal of extraordinary sediment accumulated in the creek bottom or in front of the rock filter dams after a major rain or flood is excluded. Routine trapped sediment removal remains included.
- Security services and a dedicated watchman are excluded.
- Preparation of revised engineering drawings and a licensed as-built survey is excluded. Because this proposal includes deviations from the plans, the City/design engineer must provide or accept the required design revisions. DD will provide the included compaction testing documentation, SWPPP records and available field change information.
- Additional material beyond the stated new-material purchase allowances of 555 tons of RipRap and 200 tons of bedding material is excluded from the base price. Additional RipRap will cost $150 per ton and additional bedding material will cost $85 per ton to provide and place. Existing stockpiled material is in addition to these purchase allowances.
- Watering and grass care after 45 days, water supply and water charges, a permanent irrigation system, and a guarantee of grass establishment are excluded. The included temporary irrigation system remains as stated in the proposal; the City/Homeowner provides the water source and connection and pays for the water.

Approval includes the scope on page 1 and the exclusions and conditions on page 2.

City of Tomball Approval

Signature: _____ Date: _____

Printed name/title: _____

DanielDean.com, LLC

Signature: Daniel Dean

Date: September 27, 2026

Itemized construction costs

Original City cost-sheet items

Item	Specification section	Description	Quantity	Unit	Unit price	Amount
1	GENERAL	MOBILIZATION (NOT TO EXCEED 3% OF PROJECT TOTAL)	1	LS	$6,000.00	$6,000.00
2	SPECIAL SPECIFICATION 01 57 23	STORMWATER POLLUTION PREVENTION PLAN - SWPPP (NOT TO EXCEED 5% OF PROJECT TOTAL)	1	LS	$12,000.00	$12,000.00
3	COT-02951	PAVEMENT REPAIR AND RESURFACING (DRIVEWAY PAVEMENT REPLACEMENT	140	SY	Excluded	Excluded
4	GENERAL	SITE RESTORATION	1	LS	$3,000.00	$3,000.00
5	SPECIAL SPECIFICATION 31 11 00	CLEARING AND GRUBBING	4	EA	$1,700.00	$6,800.00
6	SPECIAL SPECIFICATION 31 23 16	EARTHWORK - EXCAVATION	1	LS	$25,000.00	$25,000.00
7	SPECIAL SPECIFICATION 31 23 23.16	EARTHWORK - SELECT FILL	1	LS	$8,875.00	$8,875.00
8	SPECIAL SPECIFICATION 31 37 00	RIPRAP - LARGE BOULDER TYPE (GRADATION PER DRAWINGS)	330	TON	$150.00	$49,500.00
8A	SPECIAL SPECIFICATION 31 37 00	RIPRAP - LARGE BOULDER TYPE (GRADATION PER DRAWINGS) STOCKPILED ON SITE - (EQUIPMENT & LABOR) UNIT COST SHALL NOT EXCEED 40% OF ITEM 8)	160	TON	$60.00	$9,600.00
9	SPECIAL SPECIFICATION 31 37 00	RIPRAP BEDDING MATERIAL - 1.5-INCH MINUS (GRADATION PER DRAWINGS)	10	TON	$85.00	$850.00
9A	SPECIAL SPECIFICATION 31 37 00	RIPRAP BEDDING MATERIAL - 1.5-INCH MINUS (GRADATION PER DRAWINGS) STOCKPILED ON SITE - (EQUIPMENT & LABOR) UNIT COST SHALL NOT EXCEED 40% OF ITEM 9)	155	TON	$34.00	$5,270.00
10	SPECIAL SPECIFICATION 31 32 19.15	GEOTEXTILE	1	LS	$480.00	$480.00
11	SPECIAL SPECIFICATION 31 23 16	EARTHWORK - EXCAVATION	1	LS	$25,000.00	$25,000.00
12	SPECIAL SPECIFICATION 31 23 23.16	EARTHWORK - SELECT FILL	1	LS	$8,875.00	$8,875.00
13	SPECIAL SPECIFICATION 31 37 00	RIPRAP - LARGE BOULDER TYPE (GRADATION PER DRAWINGS)	225	TON	$150.00	$33,750.00
14	COT-02082	4-FOOT-DIAMETER PRECAST CONCRETE MANHOLE	1	EA	Excluded	Excluded
15	COT-02611	24-INCH-DIAMETER RCP SEWER PIPE, NOT TO EXCEED 150 FEET TOTAL LENGTH	150	LF	Excluded	Excluded

Original items subtotal - carried to next page **$195,000.00**

Supplemental construction costs

Supplemental items 17-21

Item	Specification section	Description	Quantity	Unit	Unit price	Amount
17	SUPPLEMENTAL	2 concrete 24 x 24-inch inlet boxes, 18-inch HDPE runs, 4 fittings, and associated swales/berms	1	LS	$21,000.00	$21,000.00
18	SUPPLEMENTAL	Topsoil supply, spreading and smoothing - up to 10 regular dump-truck loads	10	LOAD	$400.00	$4,000.00
19	SUPPLEMENTAL	Bermuda sod supply and installation - 2 eighteen-wheeler loads	2	LOAD	$4,500.00	$9,000.00
20	SUPPLEMENTAL	Temporary irrigation installation, 45-day period and removal	1	LS	$3,500.00	$3,500.00
21	SUPPLEMENTAL	Driveway crushed-concrete removal and haul-away; sweeping, blowing and pressure washing	1	LS	$7,500.00	$7,500.00

Original items subtotal	$195,000.00
Supplemental items subtotal	$45,000.00
PROPOSED TOTAL	**$240,000.00**

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Workshop Discussion Only – Approve a Professional Services Agreement with Oller Engineering, Inc for the design of water line extension for the future Timkin Road, Project Number 2027-10003, for a not-to-exceed amount of $159,500, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. The expenditure was included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

Background:

The Water Master Plan, completed in 2023, identified improvements to the City's water distribution system that would serve current and anticipated future water demands. The recommendations included the extension of a water line along the future extension of Timkin Road. This project was identified to be completed within five-years of the Master Plan adoption.

The proposed project includes the construction of 12" water line extension along the future Timkin Road. The project includes design and construction of approximately 800-feet of 12-inch water line to be constructed along the proposed future Timkin Road from S. Persimmon to the Tomball ISD property to serve future development.

The recommended water line is sized to serve through 2024 peak hourly deman and provide distribution system capacity for maintaining elevated storage tank water level and increasing available fire flow.

The proposed Professional Services Agreement with Oller Engineering includes a scope of work to design and oversee construction of the proposed water line, survey, and required testing, for a not-to-exceed amount of $159,500.

Origination: Project Management

Recommendation:

Staff recommends approving the Professional Services Agreement with Oller Engineering, Inc. for the design of the 12-inch water line along future Timkin Road for a not-to-exceed amount of $159,500.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed: Meagan Mageo **Approved by:** _____

Staff Member Date City Manager Date

PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2027-10003
CITY OF TOMBALL
WATER LINE EXTENSION – FUTURE TIMKIN ROAD (12")

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Oller Engineering, Inc. ("Engineer").

WITNESSETH:

WHEREAS, the City desires to extend a 12" water line to the future Timkin Road (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I.
SCOPE OF AGREEMENT

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

SECTION II.
CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and

agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

SECTION III.
OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

SECTION IV.
TIME FOR PERFORMANCE

The time for performance is an estimated 365 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

SECTION V.
COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

SECTION VI.
INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, engineer under contract, or another entity over which the Engineer exercises control.

SECTION VII.
ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed **$159,500**, including reimbursable expenses as identified in Exhibit "A".

SECTION VIII.
INSURANCE

Engineer shall procure and maintain insurance for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

SECTION IX.
TERMINATION

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to

the City when and if this Agreement is terminated.

SECTION X.
ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

Oller Engineering, Inc.
Attention: Rich Oller, PE
2811 South Loop 289, Suite 17
Lubbock, Texas 79423

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

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

SECTION XI.
LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XII.
SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XIII.
DISCLOSURE OF INFORMATION

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

SECTION XIV.
MODIFICATIONS

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XV.
ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

SECTION XVI.
CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

XVIII.
MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

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

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

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this 5th day of October, 2026.

Company Name: Oller Engineering, Inc

Name: Rich Oller, PE
Title: CEO/Principal

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Thomas Harris III, City Secretary

SCOPE OF PROFESSIONAL SERVICES

City of Tomball

12-Inch Water Line Extension – Timkin Road and South Persimmon Street

1. Project Understanding

Oller Engineering, Inc. (OEI) will provide professional engineering and related services for the design, permitting, bidding, and limited construction-phase administration of approximately 828 linear feet of 12-inch water line. The proposed water line will extend east along Timkin Road from the existing City water system near South Persimmon Street to the Tomball Independent School District (Tomball ISD) property line. The project is intended to establish a looped water-system connection serving Tomball ISD.

The final alignment, connection points, easement requirements, and appurtenances will be confirmed through survey, utility coordination, hydraulic review, and coordination with the City and Tomball ISD.

2. Scope of Services

Task 1 – Project Management and Coordination

- Conduct one project kickoff meeting with City staff.
- Establish and maintain the project design schedule.
- Coordinate engineering, surveying, utility investigation, and easement preparation.
- Coordinate with the City, Tomball ISD, affected utility owners, and other project stakeholders.
- Maintain project correspondence, design records, and quality-control documentation.
- Prepare and submit monthly invoices and brief progress summaries.

Task 2 – Surveying and Easement Documents

OEI's surveying subconsultant will provide the following:

- Topographic survey of the proposed alignment and immediately affected areas.
- Available boundary and right-of-way information necessary to support design.
- Location of visible surface features and readily observable utility appurtenances.
- Horizontal and vertical project control tied to an appropriate published datum.
- Permanent water-line easement exhibits and metes-and-bounds descriptions for required easements.
- Temporary construction easement exhibits and descriptions, if determined necessary.

The fee assumes customary access to the project corridor. Title research, title commitments, property acquisition, appraisal services, negotiation with property owners, filing fees, and legal services are excluded unless specifically added by written amendment.

Task 3 – Utility Investigation and SUE Allowance

OEI will compile available utility records and coordinate utility markings through Texas 811. Because record information and surface markings may not accurately establish utility depth or horizontal location, subsurface utility engineering (SUE) may be authorized when necessary.

The SUE allowance may be used only with the City's written authorization. Before performing SUE work, OEI will identify the recommended quality level, proposed investigation locations, and estimated cost. Unused allowance funds will not be invoiced.

Task 4 – Preliminary and Final Design

- Confirm the proposed alignment and connection points.

- Review available water-system information and perform a limited hydraulic evaluation to confirm the proposed 12-inch line and anticipated operating conditions. This scope does not include development or calibration of a system-wide hydraulic model.
- Design approximately 828 linear feet of 12-inch C900 PVC water line.
- Design valves, fittings, restrained joints, fire hydrants or flushing assemblies, connections, and other required appurtenances.
- Address identified utility conflicts and required pavement, driveway, and surface restoration within the project limits.
- Coordinate anticipated service interruption and tie-in requirements with the City.
- Prepare opinions of probable construction cost at the 60-percent and final design stages.
- Prepare 30-percent, 60-percent, and final design submittals.
- Incorporate one consolidated set of City comments following each review submittal.
- Prepare signed and sealed construction plans, technical specifications, and bid documents.

The City will be provided 14 calendar days to review each design submittal. Review periods exceeding this duration may extend the overall project schedule.

Task 5 – Regulatory Coordination

OEI will prepare and submit the required plans, specifications, engineering information, and supporting documentation to the Texas Commission on Environmental Quality (TCEQ). OEI will respond to one consolidated round of TCEQ comments and incorporate required revisions into the final construction documents.

OEI cannot guarantee approval by a specific date or approval of requirements outside OEI's control. Additional regulatory submittals or material redesign resulting from changed agency requirements will constitute additional services.

Task 6 – Bidding Assistance

- Prepare the technical portion of the advertisement for bids for City review and publication.
- Assemble final bid documents and post them to CivCast using the City's account or authorized project access.
- Conduct one pre-bid conference.
- Respond to bidder questions and prepare necessary addenda.
- Assist the City with electronic bid opening.
- Prepare a bid tabulation and evaluate the apparent low bidder.
- Provide a recommendation regarding contract award.
- Assist the City in preparing the Notice of Award and Notice to Proceed.

Publication costs, CivCast charges, and legal review of procurement documents are excluded unless expressly included in reimbursable expenses.

Task 7 – Construction-Phase Services

OEI will provide limited construction-phase services consisting of the following:

- Conduct one preconstruction conference.
- Review contractor submittals for general conformance with the design intent.
- Respond to reasonable requests for information.
- Review contractor payment applications using information furnished by the contractor and City inspector.
- Coordinate with the City's inspector regarding observed construction progress.
- Conduct up to three site visits at appropriate stages of construction.
- Participate in one substantial-completion inspection and prepare a punch list.
- Assist the City in evaluating completion of punch-list items and preparing project acceptance documentation.

OEI's services do not include continuous or full-time resident project representation. OEI will not control or be responsible for the contractor's construction means, methods, sequences, procedures, safety programs, or compliance with applicable safety requirements.

Task 8 – Record Documents and Closeout

- Prepare record drawings based on contractor-furnished redline drawings and information provided by the City inspector.
- Submit electronic record drawings to the City.
- Review specified closeout documentation.
- Assist the City in preparing final acceptance documentation.
- Prepare OEI's final project invoice.

OEI will not independently verify concealed work or undocumented deviations from the contract documents. Record drawings will be identified as being based on contractor- and City-furnished information.

3. Deliverables

- 30-percent design plans.
- 60-percent design plans and updated opinion of probable construction cost.
- Final signed and sealed construction plans, technical specifications, bid documents, and opinion of probable construction cost.
- Required TCEQ submittal package.
- Easement exhibits and metes-and-bounds descriptions identified under Task 2.
- Bid tabulation and recommendation regarding contract award.
- Record drawings based on contractor- and City-furnished information.

4. Preliminary Project Schedule

The following schedule is preliminary and will be refined following authorization and the project kickoff meeting. Durations begin after receipt of required City and Tomball ISD information and assume timely access to the project corridor.

Milestone	Anticipated Duration
Survey and base mapping	4–6 weeks following notice to proceed
30-percent design	Approximately 2 weeks after survey completion
60-percent design	Approximately 4 weeks after 30-percent review comments
CenterPoint plan review	Minimum 4 weeks
Final design	Approximately 3 weeks after 60-percent review comments
TCEQ review	Subject to agency review time
Bidding and award assistance	Approximately 6–8 weeks, depending on City procurement schedule

5. Compensation

OEI proposes to provide the services described herein for a maximum authorized amount of $144,000. Fees will be invoiced monthly based on the applicable fee basis shown below.

Service	Fee Basis	Amount
Topographic, boundary, and easement surveying	Lump sum	$23,500
Engineering design, plan & profile drawings, easement documentation, CenterPoint Easement Access Application, bidding, construction-phase services, and closeout	Lump sum	$104,980
Construction Management	Lump Sum	$12,000
Reimbursable project expenses	Not-to-exceed	$4,020
SUE allowance	As authorized	$10,000
Additional-services allowance	As authorized	$5,000
Maximum Authorized Amount		**$159,500**

The SUE and additional-services allowances will be used only after written authorization from the City. Unused allowance balances will not be invoiced. Services exceeding the stated assumptions or authorized limits will be performed only through a written amendment or other written authorization acceptable to both parties.

6. Assumptions and City Responsibilities

- The City will provide available record drawings, utility maps, GIS information, standard details, specifications, front-end contract documents, and available hydraulic-model or water-system information.
- The City will obtain required easements and property rights. OEI will prepare the technical exhibits and descriptions expressly identified in this scope.
- City shall pay the required review fees for CenterPoint access application into their existing easement for the 12-inch water line. OEI shall prepare all necessary documents for submittal and review by CenterPoint.
- Tomball ISD will provide its proposed connection location, line size, schedule, and available site utility plans.
- The proposed alignment will remain generally within the corridor described in the Project Understanding.
- Design assumes open-cut installation unless field conditions, utility conflicts, or City requirements indicate otherwise.
- City and Tomball ISD reviews will be consolidated and returned to OEI through the City's designated project representative.
- Construction-phase services assume a construction duration of up to four months. Services required because of an extended construction period may constitute additional services.
- The City will provide or separately procure construction inspection and materials testing.

7. Exclusions and Additional Services

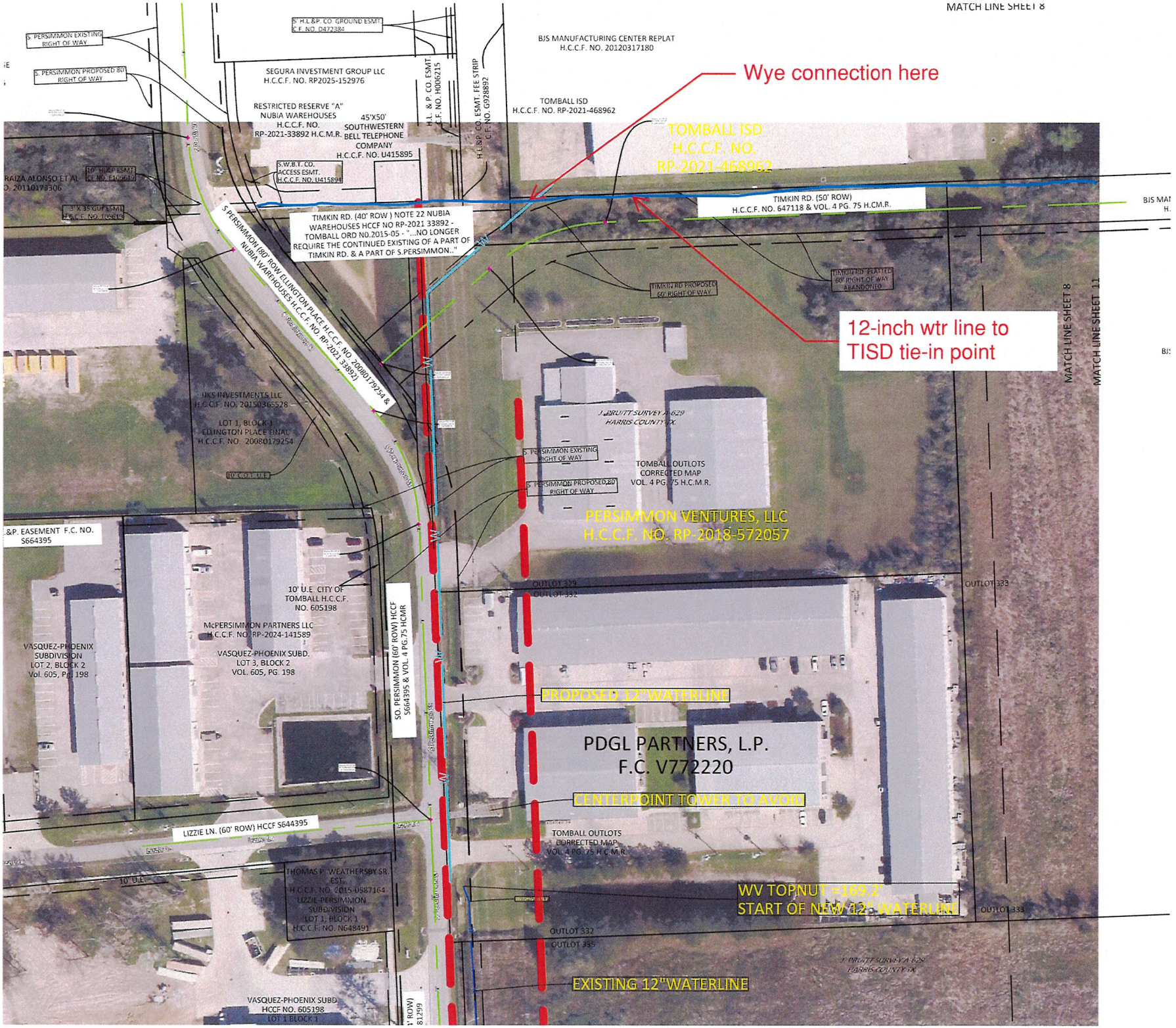
The following services are not included unless authorized in writing:

- Property acquisition, title commitments, appraisals, easement negotiation, filing fees, and legal services.
- Geotechnical investigation, environmental studies, wetland delineation, archaeological services, and hazardous-material investigation.
- Traffic-control design beyond standard contractor-prepared traffic-control requirements.

- Construction staking, materials testing, full-time resident project representation, and continuous inspection.
- System-wide hydraulic modeling, flow testing, or fire-flow certification not expressly described under Task 4.
- Trenchless crossing design, railroad or TxDOT permitting, or other third-party permits not identified in this scope.
- Major alignment changes or redesign requested after approval of the 60-percent design.
- Redesign resulting from unknown utilities, inaccurate record information, third-party changes, or changed City, Tomball ISD, or regulatory requirements.
- Additional meetings, review cycles, construction site visits, submittal reviews, or regulatory responses beyond those stated in this scope.

8. Standard of Care

OEI will perform its services consistent with the professional skill and care ordinarily provided by engineers practicing under similar circumstances at the same time and in the same locality. No other warranty or guarantee, expressed or implied, is included in this scope.


MATCH LINE SHEET 8
Wye connection here
12-inch wtr line to TISD tie-in point
TOMBALL ISD H.C.C.F. NO. RP-2021-468962
BJS MANUFACTURING CENTER REPLAT H.C.C.F. NO. 20120317180
SEGURA INVESTMENT GROUP LLC H.C.C.F. NO. RP2025-152976
RESTRICTED RESERVE "A" NUBIA WAREHOUSES H.C.C.F. NO. RP-2021-33892 H.C.M.R.
45'X50' SOUTHWESTERN BELL TELEPHONE COMPANY H.C.C.F. NO. U415895
TIMKIN RD. (40' ROW) NOTE 22 NUBIA WAREHOUSES HCCF NO RP-2021 33892 - TOMBALL ORD N0.2015-05 - "...NO LONGER REQUIRE THE CONTINUED EXISTING OF A PART OF TIMKIN RD. & A PART OF S.PERSIMMON.."
TIMKIN RD. (50' ROW) H.C.C.F. NO. 647118 & VOL. 4 PG. 75 H.CM.R.
S PERSIMMON (80' ROW ELLINGTON PLACE H.C.F. NO. 20080179254 & NUBIA WAREHOUSES H.C.C.F. NO. RP-2021-33892)
TIMKIN RD PROPOSED 60' RIGHT OF WAY
TIMKIN RD PLATTED 60' RIGHT OF WAY ABANDONED
IJKS INVESTMENTS LLC H.C.C.F. NO. 20150366528
LOT 1, BLOCK 1 ELLINGTON PLACE FINAL H.C.C.F. NO. 20080179254
J. BRUTT SURVEY A 629 HARRIS COUNTY TX.
S. PERSIMMON EXISTING RIGHT OF WAY
S. PERSIMMON PROPOSED 80' RIGHT OF WAY
TOMBALL OUTLOTS CORRECTED MAP VOL. 4 PG. 75 H.C.M.R.
PERSIMMON VENTURES, LLC H.C.C.F. NO. RP-2018-572057
MATCH LINE SHEET 8
MATCH LINE SHEET 11
OUTLOT 329
OUTLOT 332
OUTLOT 333
10' U.E. CITY OF TOMBALL H.C.C.F. NO. 605198
McPERSIMMON PARTNERS LLC H.C.C.F. NO. RP-2024-141589
VASQUEZ-PHOENIX SUBDIVISION LOT 2, BLOCK 2 Vol. 605, Pg. 198
VASQUEZ-PHOENIX SUBD. LOT 3, BLOCK 2 VOL. 605, PG. 198
SO. PERSIMMON (60' ROW) HCCF S664395 & VOL. 4 PG.75 HCMR
PROPOSED 12" WATERLINE
PDGL PARTNERS, L.P. F.C. V772220
CENTERPOINT TOWER TO AVOID
LIZZIE LN. (60' ROW) HCCF S644395
TOMBALL OUTLOTS CORRECTED MAP VOL. 4 PG. 75 H.C.M.R.
THOMAS P. WEATHERSBY SR. EST. H.C.C.F. NO. 2015-0587164 LIZZIE-PERSIMMON SUBDIVISION LOT 1, BLOCK 1 H.C.C.F. NO. N648491
WV TOPNUT =169.2
START OF NEW 12" WATERLINE
OUTLOT 332
OUTLOT 335
EXISTING 12"WATERLINE
VASQUEZ-PHOENIX SUBD HCCF NO. 605198 LOT 1 BLOCK 1

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Workshop Discussion Only – Approve a Professional Services Agreement with Freese & Nichols, Inc. for Project Number 2027-10002, updates to the Water and Wastewater Master Plan and Impact Fees, for a not-to-exceed amount of $525,000. This expenditure is included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

Background:
The proposed professional services agreement with Freese & Nichols, Inc. (FNI) include a scope of work to update our Water and Wastewater Master Plan and Impact Fees, adopted in 2023, based on the development in the City. During the City's previous master plan projects, the City's water distribution system model and wastewater collection system model were developed with hydraulic modeling software.

In 2022, the City retained FNI to conduct the last update to the Water and Wastewater Master Plan and Impact Fees. The proposed project will update the City's existing water and wastewater master plans, wastewater hydraulic model, and develop capital improvement plans (CIP) for 5-year, 10-year, and 25-year planning periods.

The scope of work for this project will also address the requirements of Chapter 395 of Texas Local Government Code, requiring an update of the water and wastewater impact fees. Study elements will include the preparation of land use assumptions, the development of impact fee eligible capital improvement plans and associated CIP costs, the calculation of the maximum allowable impact fee per service unit and, the update of the service unit equivalency table.

Funds for completing the proposed project were allocated in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

Origination: Project Management

Recommendation:

Staff recommends awarding a Professional Services Agreement to Freese & Nichols, Inc. for updates to the Water and Wastewater Master Plan and Impact Fees for a total amount not to exceed $525,000.00

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: If yes, specify Account Number: # 400-613-6409
400-614-6409

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

Signed Meagan Mageo Approved by

Staff Member Date City Manager Date

PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CONTRACT NO. 2027-10002
CITY OF TOMBALL
WATER & WASTEWATER MASTER PLAN & IMPACT FEE UPDATE

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Freese & Nichols, Inc. ("Engineer").

WITNESSETH:

WHEREAS, the City desires to contract for updates to the City of Tomball Water & Wastewater Master Plan and Impact Fee Study (the “Project”); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I.
SCOPE OF AGREEMENT

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as “Scope of Work,” and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

SECTION II.
CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly

understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

SECTION III.
OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

SECTION IV.
TIME FOR PERFORMANCE

The time for performance is an estimated 365 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

SECTION V.
COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

SECTION VI.
INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify and hold harmless the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control. City agrees that to the extent defense coverage is available under any applicable insurance policy maintained by the Engineer, and such policy provides a defense to additional insureds, the City shall be entitled to such defense as an additional insured under the policy, in accordance with the terms, conditions, and limitations of said policy, which shall satisfy any defense obligation under this Agreement. To the extent that a defense is not provided, Engineer shall reimburse the City for all reasonable defense costs, in the proportion of liability assigned to Engineer in (a) a final, non-appealable judgment, or (b) a written settlement agreement executed by the parties.

SECTION VII.
ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed **$525,000**, including reimbursable expenses as identified in Exhibit "A".

SECTION VIII.
INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Exhibit "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

SECTION IX.
TERMINATION

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION X.
ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Freese & Nichols, Inc.
Attn: Matt Cartwright, PE
11200 Broadway Street, Suite 2320
Pearland, Texas 77584

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

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

SECTION XI.
LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XII.
SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XIII.
DISCLOSURE OF INFORMATION

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

SECTION XIV.
MODIFICATIONS

This instrument, including Exhibits, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect except a subsequent modification in writing signed by both parties hereto.

SECTION XV.
ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

SECTION XVI.
CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

XVIII.
MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

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

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

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this___day of_____, _____2026.

Freese & Nichols, Inc.:

_____

Name: Matt Cartwright, PE
Title: Project Manager

CITY OF TOMBALL, TEXAS

_____
David Esquivel, City Manager

ATTEST:

_____
Thomas Harris III, City Secretary

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

11200 Broadway Street, Suite 2320 • Pearland, Texas 77584 • 832-456-4700 • FAX 817-735-7491 www.freese.com

September 30, 2026

Meagan Mageo
City of Tomball, Texas
501 James St.
Tomball, Texas 77375

RE: CONTRACT PROPOSAL FOR WATER AND WASTEWATER MASTER PLAN AND IMPACT FEE UPDATE

Dear Ms. Mageo:

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for engineering services to the City of Tomball for the Water and Wastewater Master Plan and Impact Fee Update project.

We appreciate this opportunity to continue to serve the City of Tomball. If you are in agreement with the services described in Attachment A and wish for us to proceed with this project, please return a final professional services agreement for execution. If you have any questions, please do not hesitate to call or e-mail me at (281) 849–6096 or Bailey.Keller@freese.com. Thank you for considering Freese and Nichols and we look forward to working with you on this project.

Sincerely,

Bailey Keller

Bailey Keller, P.E.
Project Manager
Freese and Nichols, Inc.

City of Tomball

Professional Services for Water and Wastewater Master Plan and Impact Fee Update

Scope of Services

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) will conduct a Water and Wastewater Master Plan and Impact Fee Update (Project) for the City of Tomball (City). The City previously updated their Water and Wastewater Master Plan and Impact Fees in 2023. The current project will update the City's existing water distribution system and wastewater collection system hydraulic models and develop capital improvement plans (CIP) for 5-year, 10-year, and 25-year planning periods.

This Project will also address the requirements, as per Chapter 395 of the Texas Local Government Code, for the update of water and wastewater impact fees in the City of Tomball, Texas. Key study elements include the preparation of land use assumptions, the development of impact fee eligible capital improvement plans and associated CIP costs, the calculation of the maximum allowable impact fee per service unit, and the update of the service unit equivalency table.

A public process facilitated through a Capital Improvement Plan Advisory Committee (CIPAC) will guide the preparation of the land use assumptions and capital improvement plans, as well as provide recommendations to the City Council on impact fee collection rates. A public hearing process will conclude the study and update of impact fees in Tomball. This scope of work does not include development of ordinance language or providing impact fee administration support.

This Project will produce two reports:

1. A combined Water and Wastewater Master Plan Update report, and
2. An Impact Fee Update report

The Project tasks are broken down in **Table 1**:

Table 1: Water and Wastewater Master Plan and Impact Fee Update Tasks

Task	Task Description
Basic Services	
A	Project Management, Kickoff Meeting, and Data Collection
B	Land Use Assumptions and Water Demand and Wastewater Flow Projections
C	Water System Field Pressure Testing
D	Water Model Update, Calibration, and System Analysis
E	Wastewater Flow Monitoring
F	Wastewater Model Update, Calibration, and System Analysis
G	Water and Wastewater Capital Improvements Plan and Master Plan Report
H	Water and Wastewater Impact Fee Analysis, Report, and Public Hearing

BASIC SERVICES: Freese and Nichols, Inc. (FNI) may render the following professional services to the City of Tomball (City) in connection with the project, described as: Water and Wastewater Master Plan and Impact Fee Update.

TASK A: PROJECT MANAGEMENT, KICKOFF MEETING, AND DATA COLLECTION

A1. **Project Kickoff Meeting**

FNI will meet with City staff to review scope and schedule of the project and critical project milestones. FNI will provide the City with a data request memorandum identifying data needs. This will be an in-person meeting with a virtual option.

A2. **Project Management and Communication**

Throughout the project, monthly status reports will be submitted that summarize the progress and document upcoming tasks. The monthly status updates will outline any upcoming key decisions which require input from or discussion with the City.

A3. **Data Collection and Review**

FNI will coordinate with City staff on obtaining data required for the project, including future land use assumptions, development information, any update to GIS files, historical water production data, current facility operational data, water meter billing data, recently completed system improvements and rehab, cost data for recently constructed projects, etc.

TASK B: LAND USE ASSUMPTIONS AND WATER DEMAND AND WASTEWATER FLOW PROJECTIONS

B1. **Define Master Plan and Impact Fee Service Areas**

FNI will coordinate with the City to update the water and wastewater master plan service areas and the water and wastewater impact fee service areas as needed.

B2. **Update Land Use Assumptions and Population and Service Unit Equivalent Projections**

Population, non-residential acreage, and land use assumptions will be updated for the water and wastewater service areas for the 5-year, 10-year, and 25-year planning periods utilizing the City's 2025 Comprehensive Plan and available land use and planning data. Latest information from City staff on ongoing and future developments, along with available input from the development community received via City staff, will be incorporated.

FNI will utilize the 10-year land use assumptions developed as part of this task for the impact fee land use assumptions. The equivalent capacity of water meters will be utilized to establish the required service unit equivalents (SUEs) per Chapter 395 of the Local Government Code for both existing and 10-year growth conditions for the impact fee.

This task includes two virtual meetings with City staff to discuss planned developments and future land use assumptions.

B3. **Update Water Demand and Wastewater Flow Projections**

FNI will analyze historical water demands, wastewater flows, and field collected flow monitoring data and develop per-capita residential and non-residential planning criteria for future water demands and wastewater flows projections. Projected water demands and wastewater flows will be developed

for existing, 5-year, 10-year, and 25-year planning periods for both water and wastewater service areas.

- Water demand projections will include average day, maximum day, and peak hour demands
- Wastewater flow projections will include annual average day and peak wet weather flows

B4. Progress Meeting No. 1: Review Land Use Assumptions and Water Demand and Wastewater Flow Projections

FNI will meet with the City to review draft land use assumptions and projected population, water demands, and wastewater flows. Service unit equivalent projections to be utilized during the impact fee update process will also be discussed. FNI will address comments from City staff and incorporate one (1) round of revisions to finalize the growth and wastewater flow projections. This will be an in-person meeting.

Once finalized for the Project, these assumptions shall serve as the basis for development of the Capital Improvements Plan (CIP) and calculation of impact fees and subsequent analyses, including system analyses and CIP development.

Note: Any subsequent changes to the approved land use assumptions, population projections, or demand/flow projections requested by the City after agreement is achieved will require a contract amendment, including potential adjustments to schedule and fee.

TASK C: WATER SYSTEM FIELD PRESSURE TESTING

C1. Identify and Map Pressure Testing Locations

FNI will coordinate with City staff to choose locations for temporary field pressure recorders. Any areas of concern for the City, including existing areas of low pressures, will be identified as potential pressure recorder locations.

C2. Conduct Temporary Water System Field Pressure Testing

FNI will perform pressure testing that will consist of utilizing up to eight (8) FNI-furnished digital pressure recorders for a two-week time period. Procedures will be prepared for field testing that will include maps showing the proposed pressure recorder locations, required SCADA during the field testing period, and assistance required from the City. It is assumed the City will perform installations and removals of the eight pressure recorders.

C3. Evaluate and Summarize Pressure Data

FNI will review and document pressure data from the temporary pressure testing. FNI will develop dashboards summarizing pressure statistics for each site. A Microsoft PowerBI file of the field recorded pressure data will be created and provided to City staff.

TASK D: WATER MODEL UPDATE, CALIBRATION, AND SYSTEM ANALYSIS

D1. Convert and Update Water Distribution System Hydraulic Model

FNI will convert the City's InfoWater hydraulic water model into InfoWater Pro and will update the model utilizing available data from City's most recent GIS, as-built drawings, construction plans, and operations data. This will be an extended period simulation (EPS) water model and will consist of all 6-inch and larger pipelines, and all pumping and storage facilities.

D2. Update Existing Water Demand Allocation

FNI will utilize water meter billing, water production, and pumping data provided by the City to update the existing water demand allocation in the model throughout the water service area. FNI will spatially geocode water meter locations for active accounts in GIS so the demands can be allocated to the appropriate model nodes.

D3. Conduct Water Model Calibration

FNI will conduct a 24-hour extended period simulation (EPS) water model calibration by adjusting C-factors, peaking factors, diurnal demand curves, and demand distribution to match modeling results to the field pressure measurements and pump/tank operations.

FNI will schedule and attend up to one virtual meeting with the City to discuss operations and calibration.

D4. Conduct Existing and Future Water System Modeling and Analyses

FNI will conduct the following analyses for the existing, 5-year, 10-year, and 25-year planning periods:

TCEQ Capacity Requirements – FNI will evaluate the water distribution system for compliance with the TCEQ Chapter 290 water system capacity requirements. FNI will analyze supply (well production) capacity, pumping capacity, elevated storage capacity, and total storage capacity to assess whether any deficiencies exist. Identified water supply needs will also be compared to the needs identified within the Region H Plan. The supply analysis will be based on the latest tested groundwater well capacities, as provided by the City.

Water System Modeling – FNI will conduct hydraulic modeling consisting of maximum day and peak hour demand conditions. Projected water demands will be spatially allocated within the hydraulic water model. FNI will prepare figures that document system operations and mapping that document system pressures.

Fire Flow Analyses – FNI will utilize the calibrated hydraulic water model to conduct fire flow analysis under existing and future maximum day demands to identify areas with less than adequate fire flow capacity. FNI will prepare mapping of available fire flows.

D5. Progress Meeting No. 2: Review Water Model Update, Calibration, and System Analyses

FNI will meet with the City to discuss the water model update and calibration. Existing and future system analyses will also be discussed. This will be an in-person meeting with a virtual option.

TASK E: WASTEWATER FLOW MONITORING

E1. Flow Meter Locations and Basin Delineation

FNI will select preliminary flow meter sites, produce mapping, and review with City staff. FNI will conduct field inspections of the selected flow meter locations to confirm suitability for flow monitoring. Items to be investigated include accessibility, hydraulic conditions, and debris depth. FNI will notify City staff of any sites that require cleaning prior to flow monitoring. FNI will also develop updated flow meter basins.

E2. Conduct Wastewater Flow Monitoring

FNI team will install and calibrate ten (10) temporary velocity/depth type flow meters and two (2)

rainfall gauges at the agreed upon locations. Temporary flow meters shall remain in place for up to sixty (60) days.

E3. Evaluate Wastewater Data and Characterize Inflow and Infiltration (I/I)

FNI will evaluate the wastewater system flow monitoring data and prepare flow and depth hydrographs for each monitoring location. The flow data will be summarized showing average dry weather flow and peak wet weather flows at each flow meter site. Rainfall events will also be summarized for total depth and duration. Inflow and infiltration (I/I) will be calculated throughout the system, and figures will be prepared showing the I/I by flow meter basin.

E4. Progress Meeting No. 3: Review Wastewater Flow Monitoring Data and I/I Analyses

FNI will meet with City staff to discuss the flow monitoring and field testing results, including the results of the I/I analysis. This will be an in-person meeting with a virtual option.

TASK F: WASTEWATER MODEL UPDATE, CALIBRATION, AND SYSTEM ANALYSIS

F1. Convert and Update Wastewater Collection System Hydraulic Model

The City's existing wastewater collection system model is in the Innovyze InfoSewer modeling software, which is planned for retirement. FNI will identify an appropriate replacement modeling software and convert the existing model to the selected software as part of this effort. FNI will then utilize available data from the City's most recent GIS, as-built drawings, construction plans, and operations data to update and refine the converted model.

F2. Allocate Existing Wastewater Loads

FNI will utilize wastewater effluent flow data, and geocoded water meter information to allocate existing wastewater flows throughout the City. The existing wastewater flows allocated will be updated during the dry weather calibration using the observed flow monitoring data.

F3. Dry Weather Calibration

FNI will select a dry weather period from the field collected flow monitoring data to perform an extended period simulation (EPS) dry weather calibration. The flow distribution in the model will be adjusted as necessary to match the field collected flow data to within industry standard tolerances for the dry weather period. FNI will also utilize the flow meter data to develop and input weekday and weekend diurnal patterns for each flow meter basin in the model. These diurnal patterns will represent the measured daily fluctuation in dry weather wastewater flows in Tomball's collection system. FNI will prepare calibration plots overlaying the modeled dry weather flows vs. the field collected flow data at each flow meter location.

F4. Wet Weather Calibration

FNI will review field collected flow meter and rain gauge data and select a wet weather calibration storm event. The recorded storm hyetograph will be applied to the hydraulic model to perform an EPS wet weather calibration. FNI will utilize and adjust hydrologic parameters in the model so that the peak wet weather flows generated in the model closely match the observed flows. Lift station pumping and wet well levels will be compared against available SCADA and/or flow monitoring data to verify wet weather lift station operations in the hydraulic model. FNI will prepare calibration plots overlaying the modeled wet weather flows vs. the field collected flow data at each flow monitoring location.

F5. Design Storm Development

FNI will develop a design storm hyetograph based on the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 database and input from City staff.

FNI will schedule and attend one virtual meeting with the City to discuss design storm selection.

F6. Conduct Existing and Future Wastewater System Model Analyses

TCEQ Capacity Evaluation – FNI will conduct an evaluation of the wastewater treatment plant capacity based on the permitted average daily flow capacity of the plant and current and projected wastewater flows to identify any average daily flow capacity deficiencies and required future improvements for compliance with the TCEQ Chapter 305 75/90 rule (TCEQ §305.126).

Existing System Analyses – FNI will perform hydraulic modeling using the calibrated hydraulic model to identify existing system deficiencies, surcharging, and other capacity/restriction issues. Mapping will be prepared showing the location and magnitude of all modeled surcharging and overflows.

Future System Analyses – FNI will develop scenarios for the 5-year, 10-year, and 25-year planning periods. Projected residential and non-residential wastewater flows will be distributed in the hydraulic model. Each scenario will be evaluated to assess the system response and peak flow conveyance. Mapping will be prepared showing the results of the future system analyses.

F7. Progress Meeting No. 4: Review Wastewater Model Update, Calibration, and System Analysis

FNI will meet with the City to discuss wastewater model update and calibration and existing and future system analyses results. This will be an in-person meeting with a virtual option.

TASK G: WATER AND WASTEWATER CAPITAL IMPROVEMENTS PLAN AND MASTER PLAN REPORT

G1. Develop Water System Capital Improvements Plan

FNI will utilize the results of the existing and future model scenario analyses to identify capacity improvements in the water distribution system network, elevated and ground storage, and pumping facilities to serve existing and future needs. Additionally, FNI will utilize model results to develop improvement recommendations to serve areas that are not currently developed. FNI will develop water CIPs consisting of project descriptions, prioritization, justification, phasing, and planning level costs for each proposed project in current dollars including engineering and contingencies. FNI will produce mapping showing recommended improvements for the 5-year, 10-year, and 25-year planning periods as well as improvements needed to correct existing system deficiencies.

G2. Develop Wastewater System Capital Improvements Plan

FNI will utilize the results of the existing and future model scenario analyses to identify capacity improvements to eliminate excessive surcharging and overflows in the collection system. Additionally, FNI will utilize model results to develop improvements to serve areas that are currently not developed. FNI will develop wastewater CIPs consisting of project descriptions, prioritization, justification, phasing, and planning level costs for each proposed project in current dollars including engineering and contingencies. FNI will produce mapping showing recommended improvements for the 5-year, 10-year, and 25-year planning periods as well as improvements needed to correct existing system deficiencies.

Note: If changes to the previously finalized land use projections (Task B) are requested by the City which may result in a reevaluation or update to the CIP, a scope, fee, and schedule amendment would be required.

G3. **Progress Meeting No. 5: Review Water and Wastewater System Capital Improvement Plans**
FNI will meet with City staff to discuss the proposed 5-year, 10-year, and 25-year water and wastewater capital improvement plans. FNI will address City's comments and recommendations. This will be an in-person meeting with a virtual option.

G4. **Prepare Draft Water and Wastewater Master Plan Update Report**
FNI will prepare a Draft Water and Wastewater Master Plan Update Report documenting the water and wastewater hydraulic model update and calibration, analyses, results, and recommendations. One electronic PDF version of the report will be submitted to the City for review.

G5. **Progress Meeting No. 6: Review Draft Water and Wastewater Master Plan Update Report**
FNI will meet with the City to review City staff's comments on the Draft Water and Wastewater Master Plan Report. This will be a virtual meeting.

G6. **Finalize Water and Wastewater Master Plan Update Report**
FNI will incorporate City comments and submit an electronic PDF copy of the final report to the City.

G7. **City Council Presentation**
FNI will prepare a presentation on the results of the master plan update and present to City Council.

TASK H: WATER AND WASTEWATER IMPACT FEE ANALYSIS, REPORT, AND PUBLIC HEARING

H1. **Identify Water and Wastewater CIP Projects for Impact Fees and Calculate Eligible Cost**
FNI will identify which of the proposed water and wastewater CIP projects from **Task G** are eligible for impact fees based on available capacity to serve the projected 10-year growth. FNI will also review ongoing and recently completed water and wastewater improvements and determine which projects are eligible for future cost recovery from the projected 10-year growth. Maps will be prepared showing the existing and proposed water and wastewater capital improvement plan projects to be included in the impact fee calculation.

FNI will calculate the portion of the existing and proposed 10-year water and wastewater CIP project costs eligible for impact fees based on the portion of the project's capacity required to serve growth in the 10-year planning period.

H2. **Calculate Maximum Allowable Impact Fees**
FNI will calculate the maximum allowable water and wastewater impact fees based on the existing and proposed capital improvement costs to support 10-year growth conditions, and in accordance with Chapter 395 of the TLGC using the 50% credit method. An impact fee assessment schedule will be developed based on water meter equivalency factors.

H3. **Conduct Survey of Benchmark Cities to Obtain Latest Water and Wastewater Impact Fees**
FNI will conduct a survey of benchmark cities and obtain the latest water and wastewater impact fees. A graphic will be prepared comparing the benchmark cities to Tomball's max allowable impact

fees.

H4. **Progress Meeting No. 7: Review Impact Fee Analysis Results**
FNI will meet with the City to review the results of the water and wastewater impact fee analysis including the calculated maximum allowable fees. This will be an in-person meeting with a virtual option.

H5. **Develop Draft Water and Wastewater Impact Fee Update Report**
FNI will prepare a Draft Water and Wastewater Impact Fee Update Report showing land use assumptions, water and wastewater impact fee eligible capital improvement projects and costs, and maximum allowable water and wastewater impact fees per the requirements of the TLGC Chapter 395. One (1) electronic PDF copy will be delivered to the City for review.

H6. **Progress Meeting No. 8: Review Draft Water and Wastewater Impact Fee Update Report**
FNI will meet with the City to review City staff's comments on the Draft Water and Wastewater Impact Fee Update Report. This will be a virtual meeting.

H7. **Present Impact Fee Analysis Results to Capital Improvements Plan Advisory Committee**
Following review by City Staff, FNI will conduct one (1) presentation on the land use assumptions, water and wastewater impact fee eligible CIP projects, and water and wastewater impact fee analysis results to the Capital Improvements Plan Advisory Committee (CIPAC). FNI's presentation will include educational content for the CIPAC on the purpose of impact fees, the process of developing impact fees, and the role of the CIPAC during the impact fee process.

Note: If additional CIPAC meetings are requested by the City, a scope, fee, and schedule amendment would be required.

H8. **Finalize Impact Fee Update Report**
FNI will incorporate City comments and any comments from the CIPAC and prepare a Final Water and Wastewater Impact Fee Update Report and deliver an electronic PDF copy to the City.

H9. **Assist City with Preparation of Presentation for and Attend Public Hearing on Land Use Assumptions, CIPs, and Impact Fee Calculations**
FNI will develop a presentation for the public hearing summarizing the land use assumptions, water and wastewater CIPs, and impact fee calculations. FNI will attend the public hearing on impact fees and be available to answer questions. Any costs associated with City of Tomball public hearing notices are not included in this contract.

Summary of Meetings

- Project Kickoff Meeting
- Up to eight (8) coordination meetings with City staff with topics including:
    - Review Land Use Assumptions and Water Demand and Wastewater Flow Projections
    - Review Water Model Update, Calibration, and System Analyses
    - Review Wastewater Flow Monitoring Data and I/I Analyses
    - Review Wastewater Model Update, Calibration, and System Analyses
    - Review Water and Wastewater System Capital Improvement Plans
    - Review Draft Water and Wastewater Master Plan Report

- Review Impact Fee Analysis Results
- Review Draft Water and Wastewater Impact Fee Update Report

Summary of Presentations

- One (1) presentation on the Water and Wastewater Master Plan to City Council
- One (1) presentation to CIPAC on Land Use Assumptions, Impact Fee CIP, Calculated Maximum Allowable Impact Fee, and educational material regarding impact fees
- One (1) presentation at the Public Hearing on Land Use Assumptions, CIP, and Impact Fees

Summary of Deliverables

- Draft Water and Wastewater Master Plan Update Report
- Final Water and Wastewater Master Plan Update Report
- Draft Water and Wastewater Impact Fee Update Report
- Final Water and Wastewater Impact Fee Update Report

Summary of Fee for Engineering Services

FNI proposes to perform the services as described in this Scope of Services for a total lump sum fee of **$525,000**.

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by Client, are described as follows:

- Extension of flow monitoring beyond 60 days
- Field survey and verification of water and wastewater infrastructure
- Additional meetings with CIPAC, Council, or additional stakeholders
- Developing additional memos or reports beyond the deliverables listed under Basic services scope
- Ordinance development or impact fee implementation support

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

- Data Request to City: within 15 days of notice to proceed (NTP)
- Requested data provided by the City: within 30 days of receiving data request
- Development of Draft Land Use Assumptions for City's Review: 90 days from completion of receipt of requested data
- City to review and provide comments for finalization of the Land Use Assumptions: 15 days from delivery of draft land use assumptions (LUA)
- Draft Water and Wastewater Master Plan CIP to City staff – 270 days* after City approval of land use assumptions
- Draft Water and Wastewater Master Plan Update Report to City staff – 360 days* after City approval of land use assumptions
- Final Water and Wastewater Master Plan Update Report to City staff – 15 days after receiving City comments
- Draft Water and Wastewater Impact Fee Update Report to City – 90* days after City approval of water and wastewater CIPs

- Final Water and Wastewater Impact Fee Update Report to City staff – 15 days after receiving City's comments on the draft report and CIPAC presentation

**Assuming 60-day flow monitoring period*

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

DRAFT SCHEDULE

Project	Duration	2026			2027												2028											
		Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Water and Wastewater Master Plan Update	18 Months		Flow Monitoring ⟷			★ Complete Projections ← Water/Wastewater Model Updates, Calibration, System Analysis, CIP development → ★ Draft CIP												★ Draft W/WW Master Plan Report										
Water and Wastewater Impact Fee Update	11 Months												Impact Fee Land Use Assumptions				Impact Fee Calculation & Report	Impact Fee Public Process ⟷							★ November 2028		

★ *Impact Fee Update Deadline*

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Workshop Discussion Only – Approve a professional services agreement with Langford Community Management Services for grant administration services related to the Community Development Block Grant – Mitigation Reallocation Program (CDBG-MRP) grant for an amount not-to-exceed 7.5% of the total grant award, therefor, and authorize the City Manager to execute any and all documents related to the services.

Background:
In August 2026, the General Land Office (GLO) released information regarding an upcoming grant opportunity for the Mitigation Reallocation Program (MRP) with an initial allocation of $92 million in funding for eligible mitigation projects in Texas. A formal call for projects to be submitted for consideration, scoring, and potential funding for the grant is pending. Staff utilized the draft Drainage Master Plan to identify a project that would be eligible for funding. The identified project is the "N. Cherry Street Storm Sewer Improvements" which includes construction of storm sewer and roadside ditch interceptors along N. Cherry Street to J531.

In accordance with the terms and conditions of the MRP grant and 2 CFR 200 regulations, staff advertised a Request for Proposal for grant administration services for grant application assistance and management throughout the grant term, if awarded. Staff received four (4) sealed proposals from qualified firms. Scoring was completed by a committee determining the most qualified firm to complete the work and based on the review staff entered into contract negotiations with Langford Community Management Services.

Staff is recommending awarding a professional services agreement with Langford for application assistance and management throughout the grant term, if awarded, for the CDBG – MRP grant. The agreement will include full-grant administration services including application assistance, environmental, procurement assistance, and administering and managing the grant funds, if awarded, to the City.

The total contract will not exceed 7.5% of the maximum grant award which will be determined by the Invitation to Apply if the City progresses to that step. All fees for grant administration will be paid from grant funds. A breakdown of the grant administration cost is reflected in the table below depicting the maximum grant amount available and maximum local match required.

Origination: Project Management

Recommendation:

Staff recommends approving a professional services agreement with Langford Community Management Services for grant administration services related to the Community Development Block Grant – Mitigation Reallocation Program grant for an amount not-to-exceed 7.5% of the total grant award.

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

FUNDING (IF APPLICABLE)

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

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

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

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

RFP for Grant Administration Services (MIT Reallocation)

Committee Scoring Summary

Committee	Grantworks	Langford	MPACT Strategic Consulting	Traylor Associates
One	90	97	45	74
Two	81	85	65	72
Three	87	92	38	72
Total	258	274	148	218
Average	86	91	49	73
Ranking	2	1	4	3

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Announcements

Upcoming Event:

- October 24, 2026 – Cancer Kiss My Cooley 5k and Superhero Dash from 9:00-11:00 a.m. near Paradigm Brewery
- October 24, 2026 – Tidy Up Tomball from 8:00-11:30 a.m. in Downtown Tomball and nearby areas
- October 25, 2026 – Tomball Praises Together from 3:00-7:00 p.m. at Tomball Depot Plaza
- November 7, 2026 – Depot Day Fall Fest from 11:00 a.m.-5:00 p.m. at Tomball Depot Plaza

Background:

Enter text Here

Origination: Enter text Here

Recommendation:

Enter text Here.

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: October 19, 2026

Topic:

Approve Minutes of October 5, 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 _____ Approved by _____

Staff Member Date City Manager Date

MINUTES OF WORKSHOP/REGULAR
CITY OF TOMBALL, TEXAS

Monday, October 05, 2026
5:00 P.M.

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for October 05, 2026, 5:00 P.M., at 401 Market Street, Tomball, Texas 77375.

A. Mayor L. Klein Quinn called the meeting to order at 5:00 P.M.

PRESENT:
Mayor Lori Klein Quinn
Council 1 Shelley Michna
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa A. Covington
Council 5 Randy Parr

CITY STAFF PRESENT:
City Manager - David Esquivel
Interim City Manager - Luisa Taylor
City Attorney – Bridgette Begle
City Secretary - Thomas Harris
Assistant City Secretary - Shannon Bennett
Interim Police Chief – Shon Davis
Fire Chief – Joe Sykora
Assistant Fire Chief – Jeff Cook
Director of Finance - Bragg Farmer
Director of Public Works - Drew Huffman
Director of Community Development – Jeremy Griffin
Director of Human Resources – Kristie Lewis
Director of Marketing & Tourism - Chrislord Templonuevo
Systems Administrator – Zack Labbe
City Planner – Caleb Mittanck
Police Lieutenant – Albert Chambers
Police Officer – Bryce Smith

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.] - There were no comments received.

C. General Discussion

1. General Discussion on the City contributions to the Tomball Sister City Organization.

City Council led a discussion regarding the City's contributions to the Tomball Sister City program, and Craig Bogner answered questions from Council.

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. No Workshop Discussion was held – Approve a Professional Services Agreement with Willdan Financial Services to complete a Utility Rate Study, for a not-to-exceed amount of $49,000, 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 2026-2027 budget.

2. No Workshop Discussion was held – Approve the purchase of a 600kW natural gas generator from Evolve Holdings, Inc. (Evolve Power Generation) through a cooperative purchasing contract with Choice Partners (Contract No. 25/033MR-15 & 25/018MF-22) for a not-to-exceed amount of $350,000, approve the expenditure of funds therefor, and authorized the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

3. No Workshop Discussion was held – Approve the purchase of an 800kW natural gas generator from Evolve Holdings, Inc. (Evolve Power Generation) through a cooperative purchasing contract with Choice Partners (Contract No. 25/033MR-15 & 25/018MF-22) for a not-to-exceed amount of $420,000, approve the expenditure of funds therefor, and authorized the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

4. No Workshop Discussion was held – Approve an agreement with Hayden Paving, Inc. to complete asphalt repairs on Baker Drive, Quinn Road, and SH 249, through a BuyBoard Contract (Contract No. 800-26) for a not-to-exceed amount of $217,953.60, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure

is included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

5. No Workshop Discussion was held – Approve the purchase of a VacHunter Combo truck from Houston Freightliner through Buyboard Cooperative Purchasing (Contract #HT07-26) for a not-to-exceed amount of $405,000 approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. This purchase was included in the FY 2026-2027 Utilities Fleet Replacement budget.

E. Recess/Reconvene at 6:00 p.m.

Mayor Klein Quinn recessed the meeting at 5:45 p.m. and reconvened at 6:00 p.m.

F. Invocation led by Pastor Rodney Price, Pilgrim Hill Missionary Baptist Church

G. Pledges to U.S. and Texas Flags was led by Council Member Paul Garcia

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.]*

- Bruce Hillegeist, Tomball, Texas, addressed City Council in support of HOT Funds for the Tomball Chamber of Commerce.
- Dana Daigle, Tomball, Texas, thanked City Council for considering Hot Funds for the Art League.
- Todd Burr, Tomball Texas, thanked City Council for considering Hot Funds for Prevailing Winds
- Greg Smith, Tomball Texas, thanked everyone who made donations to National Allinance of Mental Illness (NAMI).
- Tammy, Tomball, Texas, addressed City Council about the potholes in the city.

I. Presentations

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

   Melissa McDonough introduced herself to City Council and discussed her candidacy and reasons for seeking to represent the Tomball area.

2. Tidy Up Tomball - Keep Texas Beautiful

Amanda Trickey with Tidy Up Tomball presented an activity report and announced that, in November 2024, the City of Tomball officially became a Keep Texas Beautiful affiliate through Tidy Up Tomball. She also presented Keep Texas Beautiful road signs to the city.

J. Reports and Announcements

1. Announcements

I. Upcoming events:

- October 6, 2026 – National Night Out from 5-8 p.m. in various Tomball neighborhoods
- October 8, 2026 – Kaffeeklatsch (Barbara Powell-Tomball Depot) from 8:30-10:00 a.m. at Tomball Community Center
- October 10, 2026 – Spooktacular from 4:00-9:00 p.m. at Tomball Depot Plaza.
- October 14, 2026 – Blood drive from 10:00 a.m.-2:00 p.m. at Fire Station #1

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

I. Capital Improvement Projects and Grants Quarterly update.

Project Manager Meagen Mageo and Public Works Director Drew Huffman provided a quarterly update for Capital Improvement Projects and Grants.

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

1. Adopt, on Second Reading, Ordinance No. 2026-17, an Ordinance of the City of Tomball, Texas, amending the Tomball Code of Ordinances by rezoning an approximately 0.86 acre portion of Tract 5D, one tract containing approximately 2.96 acres of land, situated in the C Goodrich Survey, Abstract 311 from Agricultural (AG) to Commercial (C). The property is located west of the northwest intersection of FM 2920 and Park Road (15226 FM 2920). The applicant is requesting to match the zoning of the rest of their property; providing for a penalty

of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

2. Adopt, on Second Reading, Ordinance No. 2026-41, an Ordinance of the City of Tomball, Texas, amending the Tomball Code of Ordinances by rezoning approximately 5.21 acres of land located west of the northwest intersection of South Cherry Street and Medical Complex Drive. The property is located west of the northwest intersection of South Cherry Street and Medical Complex Drive. The applicant is requesting to develop the property with an assisted living facility; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

   Motion made by Council 3 Dunagin, Seconded by Council 4 Covington to approve the Old Business Consent Agenda.

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

   Motion carried unanimously.

L. 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 September 21, 2026, Workshop/Regular City Council meeting.

2. City Council acceptance of the Fiscal Year 2025-26 ABIP Audit Engagement Letter.

3. Approve the purchase of vehicles from Lake Country Chevrolet through TIPS Cooperative Purchasing Network (Contract #240901) for a not-to-exceed amount of $117,529.10, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. These items were included in the FY 2026-2027 budget and approved.

4. Approve the purchase of vehicles from Silsbee Ford through TIPS Cooperative Purchasing Network (Contract #240901) for a not-to-exceed amount of $163,068.75, approve the expenditure of funds therefore, and authorize the City

Manager to execute any and all documents related to the purchase. These items were included in the FY 2026-2027 budget and approved.

5. Approve the purchase of vehicle upfitting and other repairs and maintenance from Dana Safety Supply, Inc. through a BuyBoard Cooperative Purchasing Network (Contract #698-23) for a not-to-exceed amount of $165,000, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2026-2027 Budget.

6. Approve a purchase with Axon Enterprise, Inc., as a sole source vendor, for the purchase of tasers and associated equipment not to exceed $225,860.29 over five years.

7. Approve a purchase with Axon Enterprise, Inc., as a sole source vendor, for the purchase of Camera renewal for the Police Department for a total contract amount of $851,769.54 for a total of five years beginning October 2026, and expiring October 2031, for an annual not-to-exceed payment amount of $174,135.87 after year one, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount was included in the FY 2026-2027 budget to be paid from 100-124-6320. City Staff asked to approve the amount of $155,226.06 to AXON for FY 2026-2027 budget for Cameras and Licenses.

8. Approve an expenditure of greater than $100,000 with Harris County for radio airtime, programming, and part services including animal control services. The Harris County Animal Control Contract totals $36,000 annually. The total contract amount with Harris County is for a not-to-exceed amount of $152,000.00, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchases. The purchase is included in the FY 2026-2027 Budget.

9. Approve services agreement with Accurate Utility Supply, LLC for water, wastewater, and drainage supplies through a BuyBoard Contract (Contract No. 717-23) for a not-to-exceed amount of $250,000, 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 2026-2027 budget.

10. Approve a contract with B & C Constructors, LP for general contractor services through a 1GPA Contract (Contract No. 24-06DP-01) for a not-to-exceed amount of $250,000, 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 2026-2027 adopted budget.

11. Consideration of the application for FY 2026-2027 Hotel Occupancy Tax Funds for the Tomball Art League.

12. Consideration of the application for FY 2026-2027 Hotel Occupancy Tax Funds for the Spring Creek Historical Museum.

13. Consideration of the application for FY 2026-2027 Hotel Occupancy Tax Funds for the Prevailing Winds Community Band.

14. Consideration of the application for FY 2026-2027 Hotel Occupancy Tax Funds for the Greater Tomball Area Chamber of Commerce for the Visitor Center.

15. Consideration of the application for FY 2026-2027 Hotel Occupancy Tax Funds for the Greater Tomball Area Chamber of Commerce for the Tomball Night.

16. Consideration of the application for FY 2026-2027 Hotel Occupancy Tax Funds for the Greater Tomball Area Chamber of Commerce for the Annual Holiday Parade.

17. Consideration of the application for FY 2026-2027 Hotel Occupancy Tax Funds for the German Heritage Festival.

18. Consideration of the application for FY 2026-2027 Hotel Occupancy Tax Funds for the German Christmas Market.

Motion made by Council 5 Parr, Seconded by Council 1 Michna to approve New Business Consent Agenda

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

Motion carried unanimously.

M. New Business

1. Consideration of and action on the election of the Texas Municipal League Region 14 Director.

Motion made by Council 4 Covington, Seconded by Council 2 Garcia to approve Sally Branson for the TML Region 14 Director.

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

Motion carried unanimously.

2. Consideration and possible action to approve Resolution No. 2026-43, cancelling the December 21, 2026 Regular City Council Meeting.

   Motion made by Council 5 Parr, Seconded by Council 3 Dunagin to approve Resolution No. 2026.43.

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

   Motion carried unanimously.

3. Approve, on First Reading, Resolution No. 2026-44-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Old Town Façade Improvement Grant by and between the Corporation and D&A Sno, LLC dba Sno Angels Sno Balls to make direct incentives to, or expenditures for, building improvements for new or expanded business enterprises to be located at 525 W. Main Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $40,000.00.

   Motion made by Council 4 Covington, Seconded by Council 5 Parr to approve Resolution No. 2026-44 – TEDC.

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

   Motion carried unanimously.

4. Approve Request from Tomball Booster Club for City Support and In-Kind Services for the *Tomball High School Athletic Booster Club Crawfish Boil* at Juergens Park, on Saturday, March 6, 2027, from 5:00-8:00 p.m.

   Motion made by Council 4 Covington, Seconded by Council 1 Michna to approve the request from the Tomball Booster Club for City Support and In-Kind Services.

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

   Motion carried unanimously.

5. Conduct a public hearing of the City Council of the City of Tomball to consider the advisability of the creation of a Public Improvement District to make certain improvements over certain property located with the City to be established as Graylou Grove Public Improvement District No. 15 (PID 15).

Project Manager Meagan Mageo announced that the applicant wants to withdraw his request. No public hearing was held.

6. Approve Resolution Number 2026-45, a Resolution of the City Council of the City of Tomball, Texas authorizing the submission of a Texas Community Development Block Grant (TxCDBG) Program Application to the Texas Department of Agriculture for the Community Development Fund.

   Motion made by Council 5 Parr, Seconded by Council 4 Covington to approve Resolution No. 2026-45.

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

   Motion carried unanimously.

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

   - Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney's duty requires to be discussed in closed session.
   - Sec. 551.074 – Personnel Matters: Police Chief.
   - Sec. 551.076 – Deliberation regarding the deployment, or specific occasions for implementation, of security personnel or device; or a security audit.
   - Executive Session Started: 7:01 P.M.
   - Executive Session Ended: 8:08 P.M.

N. Adjournment

Mayor Klein Quinn adjourned the meeting at 8:08 p.m.

PASSED AND APPROVED on this 19th day of October 2026.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Approve the purchase of a 600kW natural gas generator for the Pine Street Water Plant from Evolve Holdings, Inc. (Evolve Power Generation) through a cooperative purchasing contract with Choice Partners (Contract No. 25/033MR-15 & 25/018MF-22) for a not-to-exceed amount of $350,000, approve the expenditure of funds therefor, and authorized the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

Background:

Following routine preventive maintenance of the generator located at the Pine Street Water Plant, it was noted that the existing generator is showing severe electrical and mechanical deterioration due to its age. The current generator is 17 years old and has exceeded the recommended service life expectancy of 12-15 years and is now experiencing increasing maintenance costs. Based on the age of the generator and identified issues, many of the parts that could require replacement in the future are becoming increasingly harder to locate and/or are no longer in production. Replacement is necessary to ensure reliable backup power and maintain uninterrupted water plant operations during severe weather events and power outages.

Staff has worked with Evolve Power Generation, the company contracted to maintain the integrity of all City-owned generators, to determine options to ensure generator power remains in place for critical operations of the water plant in the event of a power outage or weather event. Based on their recommendation staff is proposing to replace the current 600 kW natural gas generator with the same size and load capacity.

This item authorizes the purchase from Evolve Power Generation for the purchase and installation of one (1) natural gas generator, with estimated delivery lead time of 22 weeks. The contract will be issued under a cooperative purchasing contract with Choice Partners (Contract No. 25/033MR-15 & 25/018MF-22).

Purchase Price Breakdown	
One (1) – 60 kW Natural Gas Generators	$344,824.56
Contingency	$5,175.44
Total Purchase Price	$350,000.00

Origination: Public Works Department

Recommendation:

Staff recommends approving the purchase of a replacement generator from Evolve Holdings, Inc. (Evolve Power Generation) through a cooperative purchasing contract with Choice Partners for a not-to-exceed amount of $350,000.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: If yes, specify Account Number: # 400-634-6409

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

Signed Drew Huffman Approved by

Staff Member Date City Manager Date

EVOLVE POWER GENERATION

10555 COSSEY ROAD HOUSTON TX 77070
GENERAL INFORMATION (832)375-0099 BO WILLIAMSON CELL (281) 615 - 8204
EMERGENCY SERVICE (800) 723 - 4859 FAX (832) 375 - 0097

Company: City of Tomball **Date: September 16, 2026**

Attention: **Fax: Delivered**

Re: Evolve Proposal **Subj:600Kw Nat Gas**

Thank you for allowing Evolve Power Generation the opportunity to offer the following generator proposal for your consideration.

Item I

Quantity of (1) Natural Gas 600 Kw Generator.

.

Engine Features Each.

- Certified PSI Inc Engine
- 600 kW, 1800 RPM.
- Skid base
- Unit mounted radiator.
- Electric safety shut-downs.
- Critical grade silencer.
- Flexible exhaust connection.
- Rain cap.
- Batteries.
- Battery rack and cables.
- Battery charger
- Electronic governor.
- Block heater 4000W / 240V 1PH hot start
- Dry type air cleaner assembly.
- Oil drain extensions.
- Inlet / Outlet ball valves for heater replacement

Generator Features

- 480 Volt, 60 Hertz, 3 Phase Generator.
- 1200amp 277/480 3pole CSI Electronic Trip 100% set to 1000amp
- Level 2 Sound Enclosure

Control Features

- DeepSea 7420 MKII Controller
- Engine run contacts.
- External PMG excitation
- Digital AC volt/amp/frequency meter.
- Over-current, over-frequency, over-voltage relays.
- Controller connection kit

Installation

- Delivery Crane And Installation Included
- All Electrical Connections Included
- All Exhaust Connections Included
- All Gas Connections by City of Tomball

Miscellaneous

- Anti-freeze, lube oil, and electrolyte.
- Owner's manuals.
- Two (2) Year warranty.
- Rated power factor test, 0.8 PF.
- Standard factory test.
- Start-up inspection (only one trip included to perform start up).

GENSET PACKAGE PRICE: $344,824.56

Delivery

- Delivery Freight Allowed
- F.O.B. Job-site – Tomball, Texas.
- Lead time 22 weeks

Notes

- No fuel has been included.
- Detailed specifications not provided at time of proposal.
- No taxes are included in pricing.
- Any concrete work to be performed by others.
- See specification sheets.
- Excludes plumbing and concrete pad if needed
- Excludes dual breakers in pricing

Clarifications

- Based on customer supplied information only as specifications not present while quoting.

Validity

- Pricing firm for forty-five (45) days.

Thank you and should you have any questions, please contact me by phone at (832)375-0099 or by fax at (832)375-0097.

Sincerely,
Evolve Power Generation

Lindsay Starnes

Lindsay Starnes
Power Generation Division

Accepted Date_____

Customer_____

ENGINEERED POWER FOR THE MARINE, AVIATION, POWER GENERATION, DEFENSE AND PETROLEUM INDUSTRIES

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Approve the purchase of an 800kW natural gas generator for the FM 2920 Water Plant from Evolve Holdings, Inc. (Evolve Power Generation) through a cooperative purchasing contract with Choice Partners (Contract No. 25/033MR-15 & 25/018MF-22) for a not-to-exceed amount of $420,000, approve the expenditure of funds therefor, and authorized the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

Background:

Following routine preventive maintenance of the generator located at the FM 2920 Water Plant, it was noted that the existing generator is showing severe electrical and mechanical deterioration due to its age. The current generator is 17 years old and has exceeded the recommended service life expectancy of 12-15 years and is now experiencing increasing maintenance costs. Based on the age of the generator and identified issues, many of the parts that could require replacement in the future are becoming increasingly harder to locate and/or are no longer in production. Replacement is necessary to ensure reliable backup power and maintain uninterrupted water plant operations during severe weather events and power outages.

Staff has worked with Evolve Power Generation, the company contracted to maintain the integrity of all City-owned generators, to determine options to ensure generator power remains in place for critical operations of the water plant in the event of a power outage or weather event. Based on their recommendation staff is proposing to replace the current 800 kW natural gas generator with the same size and load capacity.

This item authorizes the purchase from Evolve Power Generation for the purchase and installation of one (1) natural gas generator, with estimated delivery lead time of 22 weeks. The contract will be issued under a cooperative purchasing contract with Choice Partners (Contract No. 25/033MR-15 & 25/018MF-22).

Purchase Price Breakdown	
One (1) – 60 kW Natural Gas Generators	$415,273.31
Contingency	$4,726.69
Total Purchase Price	$420,000.00

Origination: Public Works Department

Recommendation:

Staff recommends approving the purchase of a replacement generator from Evolve Holding, Inc. (Evolve Power Generation) through a cooperative purchasing contract with Choice Partners for a not-to-exceed amount of $420,000.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Drew Huffman Approved by _____

Staff Member Date City Manager Date

EVOLVE POWER GENERATION

10555 COSSEY ROAD HOUSTON TX 77070
GENERAL INFORMATION (832)375-0099 BO WILLIAMSON CELL (281) 615 - 8204
EMERGENCY SERVICE (800) 723 - 4859 FAX (832) 375 - 0097

Company: City of Tomball **Date: September 16, 2026**

CP Contract: 25/018MF-22 **Fax: Delivered**

Re: Evolve Proposal **Subj:800Kw Nat Gas**

Thank you for allowing Evolve Power Generation the opportunity to offer the following generator proposal for your consideration.

Item I

Quantity of (1) Natural Gas 800 Kw Generator.

.

Engine Features Each.

- Certified PSI Inc Engine
- 800 kW, 1800 RPM.
- Skid base
- Unit mounted radiator.
- Electric safety shut-downs.
- Critical grade silencer.
- Flexible exhaust connection.
- Rain cap.
- Batteries.
- Battery rack and cables.
- Battery charger 10AMP heavy duty 12/24 V programmable
- Electronic governor.
- Block heater 4000W / 240V 1PH hot start
- Dry type air cleaner assembly.
- Oil drain extensions.
- Inlet / Outlet ball valves for heater replacement

Generator Features

- 480 Volt, 60 Hertz, 3 Phase Generator.
- Main circuit breaker, UL-Listed
- Level 2 Sound Enclosure

Control Features

- Auto start digital engine control panel, NFPA-110 Level 1
- Dry contact kit, NFPA-110
- Engine run contacts.
- External PMG excitation
- Digital AC volt/amp/frequency meter.
- Over-current, over-frequency, over-voltage relays.
- Controller connection kit

Installation

- Delivery Crane And Installation Included
- All Electrical Connections Included
- All Exhaust Connections Included
- All Gas Connections by City of Tomball

Miscellaneous

- Anti-freeze, lube oil, and electrolyte.
- Owner's manuals.
- Two (2) Year warranty.
- Rated power factor test, 0.8 PF.
- Standard factory test.
- Start-up inspection (only one trip included to perform start up).

GENSET PACKAGE PRICE:..... $415,273.31

Delivery

- Delivery Freight Allowed
- F.O.B. Job-site – Tomball, Texas.
- Lead time 22 weeks

Notes

- No fuel has been included.
- Detailed specifications not provided at time of proposal.
- No taxes are included in pricing.
- Any concrete work to be performed by others.
- See specification sheets.
- Excludes plumbing and concrete pad if needed

Clarifications

- Based on customer supplied information only as specifications not present while quoting.

Validity

- Pricing firm for forty-five (45) days.

Thank you and should you have any questions, please contact me by phone at (832)375-0099 or by fax at (832)375-0097.

Sincerely,
Evolve Power Generation

Lindsay Starnes

Lindsay Starnes
Power Generation Division

Accepted Date_____

Customer_____

ENGINEERED POWER FOR THE MARINE, AVIATION, POWER GENERATION, DEFENSE AND PETROLEUM INDUSTRIES

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Approve an agreement with Hayden Paving, Inc. to complete asphalt repairs on Baker Drive, Quinn Road, and SH 249, through a BuyBoard Contract (Contract No. 800-26) for a not-to-exceed amount of $217,953.60, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

Background:

Staff completed evaluations of asphalt failures and defects along Baker Drive, Quinn Road, and SH 249 with the selected contractor, Hayden Paving. These evaluations determined that asphalt repairs were needed to improve the roads and provide safe vehicular travel.

Staff is recommending awarding an agreement to Hayden Paving, Inc to complete the needed asphalt repairs for a total amount not-to-exceed of $217,953.60. Repairs will be completed prior to the end of the fiscal year. The table below depicts the full scope of work to be completed.

Location	Scope of Work	Total Cost
Baker Drive Fault Line Repairs	8” base repairs: mill and remove existing failed asphalt and base, place and compact 8” black base and overlay (approximately 8m756 SF)	$172,577.60
Quinn Road Mill and Overlay	Mill and overlay 2” (approximately 13,200 SF)	$35,376.00
SH 249 (Business)	Repairs to asphalt to concrete tie-ins at various locations along SH 249	$10,000.00
Total Cost: $217,953.60		

Origination: Public Works

Recommendation:

Staff recommends approving an agreement with Hayden Paving, Inc. to complete asphalt repairs for a not-to-exceed of $217,953.60

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

FUNDING (IF APPLICABLE)

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

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

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

Signed: Meagan Mageo **Approved by:** _____

Staff Member Date City Manager Date

HAYDEN PAVING, INC.
4710 Windsong Trail, Houston, TX 77084 O: 281-855-7710 F: 281-856-2506

Quotation

Estimate Name: City of Tomball Baker Dr & Quinn Rd Repairs

Quote Number: 39083

Quote Date: 09/15/2026

Quoted By: Michael Henry

Quoted to: City of Tomball
Phone: 281-290-1411
Contact: Justin Pruitt
Good Through: 10/15/26
Job Location: Baker Drive & Quinn Road

Bid Item	Description	Ext Price
1	**Baker Road Fault Line Repairs**: Mobilization. 8" Base Repairs: Mill and remove 10” of existing failed asphalt and base. Haul off and dispose of off-site. Place and compact 8” of Black Base HMAC. 2" Overlay: Spray an SS-1 tack coat and then place and compact 2” of Type D HMAC. Totaling approximately 8,756 SF. Striping: Re-paint white edge lines and yellow skips for approximately 400 LF of roadway.	$172,577.60
2	**Quinn Road Mill and Overlay**: Mill and Overlay 2" Includes traffic control, milling and haul off, tack coat, 2” HMAC PG 64-22 Type D. Totaling approximately 13,200 SF.	$35,376.00
3	Asphalt to Concrete Tie-in: Saw-cut and remove existing Asphalt approximately 1 foot back from Asphalt and Concrete joint at Various Locations along 249. Replace approximately 2” of Type D HMAC. Totaling 600 LF	$10,000.00
	GRAND TOTAL	**$217,953.60**

Notes

1. BUYBOARD #: 800-26
2. Price is subject to change due to any freight increases, liquid asphalt increases, and fuel surcharges incurred.
3. Hayden Paving shall not warranty asphalt failures caused by sub-grade or base failures where asphalt is placed on existing sub-grade, base or asphalt surface which was not installed by Hayden Paving.
4. Asphalt paving industry recommended grade for proper drainage of asphalt surfaces is 2%. Designed grades of less than 1.5% will increase the chances of water ponding. Hayden Paving shall not guaran

5. Engineering layout, offset stakes and string line elevation control costs are not included in this quotation. This quote is based upon the assumption that elevations shall be controlled by existing roadway.
6. This proposal is good for 30 day from the date of submission.
7. This quotation is based upon area measurements provided by the customer. If the actual area is larger than the quoted area the final billing will reflect the necessary changes.
8. This quotation is based upon the assumption the area for proposed work is free of obstacles which prohibit the use of standard earth moving equipment.

Exclusions

- Exclusions
- Permit Costs
- Payment & Performance Bonds
- Engineering
- Layout
- Water Purchase
- Silt Fence or Inlet Protection
- Erosion or Sediment Control
- Tree Protection
- Hydro-mulching
- Sod
- Testing or Coring

"20 Years Experience"

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Hayden Paving, Inc is authorized to do the work as specified. Payment will be made as described by payment terms listed above. Hayden Paving, Inc. reserves the right to repossess any material that is not paid in full within 90 days of the job completion.

Signature _____ Date_____

Print Name _____

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Approve a Facilities Agreement with Kinder Morgan Tejas Pipeline, LLC for design and construction of the interconnect for the proposed City Gas Gate 4, Project Number 2026-10001, for a not-to-exceed amount of $563,466, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. The expenditure was included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

Background:
To adequately service new and existing development in the city limits, the need for an additional gas gate was identified during the completion of the Gas Master Plan.

Staff has worked with Kinder Morgan Tejas Pipeline, LLC to develop a plan for the design and construction of an Interconnect to provide additional pressure on the west side of the city. The proposed Facilities Agreement requires Kinder Morgan to design, construct, test, own, maintain, and operate the meter tap, electronic flow measurement equipment (EFM), transmitters, communications equipment, and all necessary pipelines and related facilities to deliver natural gas.

The agreement stipulates that the City is responsible to design, construct, test, maintain and operate any EFM desired for checking measurement of the gas delivered, required pressure protection equipment, and all necessary pipelines and related facilities that are required to receive natural gas from Kinder Morgan. The City has been working with Engineered Utility Solutions, Inc. to design the required components, and the plans have been completed and are pending final review prior to bid.

Per the terms and conditions of the Facilities Agreement the City must reimburse Kinder Morgan for the actual cost related to the design and construction of the interconnect, approximately $563,466. A total breakdown of all proposed expenses is reflected in the table below.

Anticipated Expenses	
Land Site	$100,000
Engineering	$145,445
Construction – Kinder Morgan	$563,466
Construction	$456,089
Total Anticipated Cost: $1,265,000	

This item would authorize the Facilities Agreement with Kinder Morgan Tejas Pipeline, LLC for the design and construction of the Interconnect to service the City Gas Gate 4 for a total amount not-to-exceed $563,466.

Origination: Project Management

Recommendation:

Staff recommends approving a Facilities Agreement with Kinder Morgan Tejas Pipeline, LLC for the design and construction of an Interconnect for an amount not-to-exceed $563,466.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed: Meagan Mageo **Approved by:** _____

Staff Member Date City Manager Date

FACILITIES AGREEMENT

This FACILITIES AGREEMENT ("Agreement"), is entered into and made effective as of _____ __, 2026 by and between Kinder Morgan Texas Pipeline LLC ("Company") and The City of Tomball ("Connecting Party"). Company and Connecting Party are sometimes referred to individually as "Party" and collectively as "Parties."

W I T N E S S E T H :

WHEREAS, Company owns an intrastate natural gas pipeline and related facilities (the "Company Pipeline") located in Harris County, Texas; and

WHEREAS, Company and Connecting Party desire for Company to construct, own and install the Company Facilities (hereinafter defined) for control and delivery of natural gas from Company to Connecting Party at the interconnect described below to be located at a mutually agreeable site in Harris County, Texas.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

1. Company Facilities. Company will design, procure materials for, construct, install, test, own, maintain, and operate the following facilities (collectively, the "Company Facilities"):

a. one (1) one-inch ("1") Coriolis meter (the "Meter");
b. one (1) two-inch ("2") hot tap;
c. electronic flow measurement equipment, transmitters and communications equipment (collectively, the "EFM"), and
d. all necessary pipelines and related facilities that are required to deliver natural gas from the Company Pipeline at the Meter.

The Company Facilities include above-grade facilities and below-grade piping as depicted on the process flow diagram attached to this Agreement as Exhibit "A".

2. Connecting Party Facilities. Connecting Party will, at its sole cost, design, procure materials for, construct, install, test, own, maintain, and operate the following facilities (collectively the "Connecting Party Facilities") downstream of the Company Facilities:

a. any electronic flow measurement equipment Connecting Party desires to use for check measurement of the gas to be delivered by Company, or install on designated ports of the Company's EFM for data sharing ("Data Sharing Equipment"), provided that any such Data Sharing Equipment is approved by, and deemed necessary by Company;
b. all over pressure protection equipment required to protect the Connecting Party Facilities; and
c. all facilities that are required to receive natural gas from the Company Pipeline at the Meter.

3. Engineering, Design and Construction. The Company Facilities will be designed, installed, and constructed in accordance with engineering standards as adopted by Company, as those standards may be amended or supplemented from time to time. The Company Facilities and the Connecting Party Facilities will each be designed, installed, and constructed in accordance with sound and prudent natural gas pipeline industry practice (including cathodic protection). Each Party may conduct onsite inspections of the other Party's facilities during and after construction. Upon request by one Party to the other Party, the other Party will provide the following: (a) the welder's test for butt welds and branch welds; (b) the fabrication and radiographic inspection reports; (c) hydrostatic testing documentation; (d) OPP documentation, as applicable; and (e) as-built drawings and information. The Parties will arrange a mutually agreeable schedule for connecting the Connecting Party Facilities to the Company Facilities.

4. Payment.

a. Connecting Party will reimburse Company for the actual cost to design, construct, install and test the Company Facilities (the "Actual Cost"). The Actual Cost of the Company Facilities permitted to be charged to Connecting Party will include (i) the direct, third-party, out-of-pocket costs incurred for equipment, materials and labor, and easement/right-of-way acquisition costs allowing for the construction, installation, testing, operation and maintenance of the Company Facilities; (ii) the direct costs of any internal labor utilized in Company's performance under this Agreement; and (iii) a charge reflecting Company's overhead costs, equal to nine percent (9%) of the costs reflected in clauses (i) and (ii). Tax gross up is waived.

b. The cost of the Company Facilities is estimated to be five hundred sixty-three thousand four hundred sixty-six dollars ($ 563,466.00) (the "Estimated Cost") as detailed on Exhibit "B". Upon execution of this Agreement and prior to the construction and installation of the Company Facilities, Connecting Party will pay Company the Estimated Cost. After the construction, installation and testing of the Company Facilities is complete, Company will determine the Actual Cost and a true-up will be made between the Actual Cost and the Estimated Cost. If the Actual Cost is less than the Estimated Cost, then Company will refund any excess amounts to Connecting Party within thirty (30) days after the true-up. If the Actual Cost exceeds the Estimated Cost, then Company will invoice Connecting Party for the difference between the Actual Cost and the Estimated Cost, and Connecting Party will pay such invoice within thirty (30) days of its receipt.

5. Late Payment. If Connecting Party has not paid any amount due Company under this Agreement on or before the fifth (5th) day following the date such payment is due, then Company may, in addition to its other remedies, cease operation of the Company Facilities at any time prior to receiving payment in full by giving written notice to Connecting Party.

6. Property Access Rights. All of the Company Facilities will be located on a surface site to be obtained by Connecting Party as depicted on Exhibit "A" (the "Surface Site"). Connecting Party

shall, at no cost to Company, grant to Company, or cause third parties to grant to Company, all rights-of-way and easements that Company deems necessary to construct, install, test, maintain, and operate the Company Facilities, on terms and conditions acceptable to Company, including rights-of-way and easements for (i) the Surface Site, (ii) additional work space, (iii) an all-weather access road for accessibility to the Surface Site, and (iv) 24/7 direct vehicular and pedestrian ingress and egress to the Surface Site and additional work space by Company and its employees, contractors and invitees and those of its affiliates (the "Connecting Party Easements"). Until such time as the Connecting Party Easements are in full force and effect, Company will have, and Connecting Party hereby grants to Company, a non-exclusive, irrevocable license, for the use and benefit of Company, its successors and assigns, and their respective employees, contractors and invitees and those of their affiliates, to use (1) the Surface Site, (2) additional work space, and (3) all access roads providing vehicular and pedestrian ingress and egress to the Surface Site and additional work space, in each case as Company deems necessary to construct, install, test, maintain, and operate the Company Facilities.

7. Operation. Company will, at its own expense, operate and maintain or cause the operation and maintenance of the Company Facilities in accordance with sound and prudent natural gas pipeline industry practice. Connecting Party will, at its own expense, operate and maintain the Connecting Party Facilities in accordance with sound and prudent natural gas pipeline industry practice. Company and Connecting Party, as applicable, shall comply with the following:

a. Delivery Point/Measurement Point. Custody of the gas will transfer at the outlet flange of the Meter at the Company Facilities (the "Delivery Point"). The Delivery Point will be used to perform custody transfer measurement of the gas.

b. Quality Specifications and Measurement. All gas delivered to the Delivery Point will be measured in accordance with and will conform to normal and reasonable natural gas pipeline industry standards and as provided for in the Commercial Agreement (hereinafter defined). Company will perform the testing and calibration of the Meter at reasonable times after giving Connecting Party no less than two (2) business days advance notice. Connecting Party will have the right to be present during testing or calibration of the Meter; provided, if Company has given the required notice to Connecting Party and Connecting Party is not present at the time specified, then Company may proceed with the tests as though Connecting Party were present, and the results therefrom will be deemed correct and accurate.

c. Maximum/Minimum Flow Rate. The Company Facilities are designed for the the following minimum and maximum instantaneous flow rates at the interconnect, which are estimated on a uniform hourly rate of flow:

Minimum Flow Rate: 1.9 MMscf/day
Maximum Flow Rate: 3 MMscf/day

The designation of the minimum and maximum daily flow rates above represents a design approximation and is neither a representation nor a

guarantee that actual operating conditions will permit such flow.

d. Pressure. Company will deliver the gas to the Delivery Point at a pressure not to exceed the then-current maximum allowable operating pressure ("MAOP") of the Company Pipeline.

e. Noncompliance. Should either Party fail to comply with any provision of this Agreement with regard to gas quality, pressure and pulsation control or any other provision which could impact the operation and safety of the Connecting Party Facilities or the Company Facilities, the impacted Party will have the right to immediately suspend the flow of gas through the Connecting Party Facilities. Such Party will notify the other Party of such suspension as soon as reasonably possible.

f. Odorization. It is understood and agreed that any gas delivered and received through the Delivery Point will not be odorized.

8. Data Sharing. Company will provide Connecting Party access for the Data Sharing Equipment. Connecting Party, at its sole risk, may install the Data Sharing Equipment approved by, and deemed necessary by Company, to obtain access to Company's EFM data. Connecting Party will have access to such EFM data only in a format established by Company that will not interfere with the operation of the Meter. Company reserves the right to disconnect the Data Sharing Equipment without prior notice if the Data Sharing Equipment in any way interferes with or adversely affects Company's operations. If it becomes necessary for Company to disconnect the Data Sharing Equipment from Company's EFM, Company will notify Connecting Party of disconnection prior to or as soon as possible thereafter. Company will not be liable or responsible to Connecting Party Indemnified Parties (hereinafter defined), for, and Connecting Party will protect, defend indemnify, and hold harmless the Company Indemnified Parties (hereinafter defined) from and against, any and all Claims (hereinafter defined), including Claims for punitive, indirect, exemplary or consequential damages, arising from the use of, or the unavailability of the Data Sharing Equipment.

9. Compliance with Laws. The Company Facilities and the Connecting Party Facilities will be constructed, installed, operated, and maintained in compliance with all valid laws, orders, directives, rules, and regulations of all governmental authorities having jurisdiction.

10. Inspection and Retention of Records. Each Party will have the right at reasonable hours to examine the books and records of the other Party to the extent necessary to verify the accuracy of any statement, calculation or determination made pursuant to the provisions of this Agreement. If any such examination reveals, or if either Party discovers, any error in its own or the other Party's statements, calculations or determinations, then proper adjustment and correction of the error will be made as promptly as practicable. All invoices and billings will be conclusively presumed final and accurate unless objected to in writing, with adequate explanation and/or documentation, within two (2) years from receipt by Connecting Party of the invoice(s) relating thereto.

11. Term. This Agreement will be effective as of the date first above written and will remain in full force and effect for an initial term ending September 30, 2031, then continuing for successive one year terms unless either Party gives the other Party written notice of termination at least sixty (60) days prior to the last day of the initial term or any renewal term (as applicable); provided, however, the Parties agree that while a Commercial Agreement applicable to the Delivery Point is in place, neither Party may terminate this Agreement.

12. **Intentionally Left Blank**

13. **Limitation of Consequential Damage Recovery. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED OTHER THAN (I) SUCH DAMAGES AS ARE AWARDED OR PAID TO THIRD PARTIES AND WHICH AN INDEMNIFIED PERSON IS LEGALLY COMPELLED TO PAY TO SUCH THIRD PARTIES AND (II) AS PROVIDED IN SECTION 8.**

14. Separate Commercial Agreement. This Agreement is not an agreement to transport, buy, sell, gather, treat, process, blend, receive or deliver gas. Any transportation, purchase, sale, gathering, treating, processing, blending, receipt or delivery of gas through the facilities described in, upgraded, installed or constructed under this Agreement will be performed under the terms and conditions of one or more separate written agreements (each, a "Commercial Agreement"). Further, the Parties agree that this Agreement does not waive any gas quality specifications in any Commercial Agreement.

15. Notices. All notices, including but not limited to invoices, required to be served under this Agreement must be in writing and served by (a) personal or overnight delivery service, (b) U.S. certified or registered mail, or (c) electronic mail, and must be addressed as follows:

Company:
Kinder Morgan Texas Pipeline LLC
1001 Louisiana, Suite 1000
Houston, Texas 77002
Attn: Contract Administration
Phone Number: (713) 369-9427
E-mail: contractadministration@kindermorgan.com
Invoices: Cassell_Kincaid@kindermorgan.com

Connecting Party:
The City of Tomball
401 Market Street, Tomball, Texas 77375
Phone Number: (281) 290-1400
E-mail: desquivel@tomballtx.gov

or at such other address as the Parties may from time to time designate to one another in writing. Notices sent by certified mail or courier will be deemed provided upon delivery as evidenced by the receipt of delivery. Notices sent by electronic mail will be deemed to have been provided upon the sending Party's receipt of a non-automated response from the recipient or automatic read receipt generated from the recipient's electronic mail provider. Electronic mail copies of all notices and correspondence under this Agreement, including signatures, will constitute original copies of the notice(s) and correspondence and will be as binding on the Parties as the original, as long as there is verification of receipt of the copy.

16. Laws. **THIS AGREEMENT WILL BE INTERPRETED, CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULES WHICH WOULD REFER TO THE LAWS OF ANOTHER JURISDICTION. EXCLUSIVE VENUE FOR ANY ACTION BROUGHT HEREUPON WILL BE IN THE STATE OR FEDERAL COURTS LOCATED IN HOUSTON, HARRIS COUNTY, TEXAS. EACH PARTY *WAIVES* ITS RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM RELATING TO THIS AGREEMENT. Reasonable attorneys' fees and costs may be awarded to the prevailing Party in connection with any action taken to enforce its rights under this Agreement.**

17. Binding Agreement and Assignments. Once executed by the Parties, this Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. The Parties do not intend there to be any third party beneficiaries of this Agreement, except for the indemnified parties specifically described herein. A Party may not sell, assign or otherwise transfer, in whole or in part, any interest in this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld, delayed or conditioned; provided that, a Party may sell, assign or transfer its interest in this Agreement to an affiliate without consent of the other Party upon notice to the other Party. Any sale, assignment or transfer in violation of the foregoing provisions will be void.

18. Force Majeure. In the event any Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations, other than payment, it is agreed that upon such Party's giving written notice of such Force Majeure to the other Party, the obligations of both Parties, to the extent affected by such event, shall be suspended from the inception and during the continuance of the Force Majeure, but for no longer period, and the cause shall be remedied with reasonable dispatch. "Force Majeure" means an event not anticipated as of the date hereof, which is not within the reasonable control of the Party, including but not limited to: (i) either Party's failure to obtain or delay in obtaining any necessary permits or easements or rights-of-way, which by the exercise of due diligence, such Party is unable to overcome, and (ii) in the case of third-party obligations and/or facilities, the third party claiming suspension, which by the exercise of due diligence such third party is unable to overcome.

19. Relationship of the Parties. This Agreement is not intended to and does not (i) create any relationship of partnership, joint venture, agency, or employment; or (ii) permit either Party to obligate the other. Each Party is and will remain an independent contractor as to the other Party in all respects and in the performance of all work and activities under this Agreement. The detailed methods and manner of conducting such work and activities by such Party will be under the complete control and direction of such Party unless modified by another provision of this

Agreement. Nothing in this Agreement will limit or be interpreted as conflicting with the independent contractor status of such Party and its subcontractors, but in the event of any such conflict, the provisions of this Section will govern.

20. Miscellaneous. The division of this Agreement into articles, sections and subsections, and the insertion of headings and table of contents, if any, are for convenience of reference only, and will not affect the construction or interpretation hereof. To the extent of any conflict between the terms and provisions of the portion of this Agreement that precedes the signature lines (the "Body of the Agreement") and any Exhibit attached hereto, the Body of the Agreement will control. This Agreement, together with the Exhibits attached hereto, set forth the entire agreement between the Parties relating to the subject matter hereof and supersedes and replaces all previous discussions, undertakings and agreements regarding the subject matter of this Agreement. Except as otherwise expressly provided, this Agreement will not be amended other than by written agreement of the Parties. The failure of any Party to insist upon strict performance of any provision hereof will not constitute a waiver of, or estoppel against asserting, the right to require such performance in the future, nor will a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

21. Severability. If any provision of this Agreement becomes or is found to be illegal or unenforceable for any reason, such clause or provision must first be modified to the extent necessary to make this Agreement legal and enforceable and then if necessary, second, severed from the remainder of this Agreement to allow the remainder of this Agreement to remain in full force and effect.

22. Waiver. Any waiver of any term or condition will not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any Party to assert any of its rights hereunder will not constitute a waiver of any such rights.

23. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile, portable document format (.pdf), or other electronic or photostatic transmission), each of which when so executed will be deemed to be an originally executed original.

24. Company makes the following verifications in accordance with Chapters 2271 and 2274 of the Texas Government Code:

a. Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Tomball;
b. Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Tomball; and
c. Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

KINDER MORGAN TEXAS PIPELINE LLC

By: _____

Title: _____

Date: _____

THE CITY OF TOMBALL

By: _____

Title: _____

Date: _____

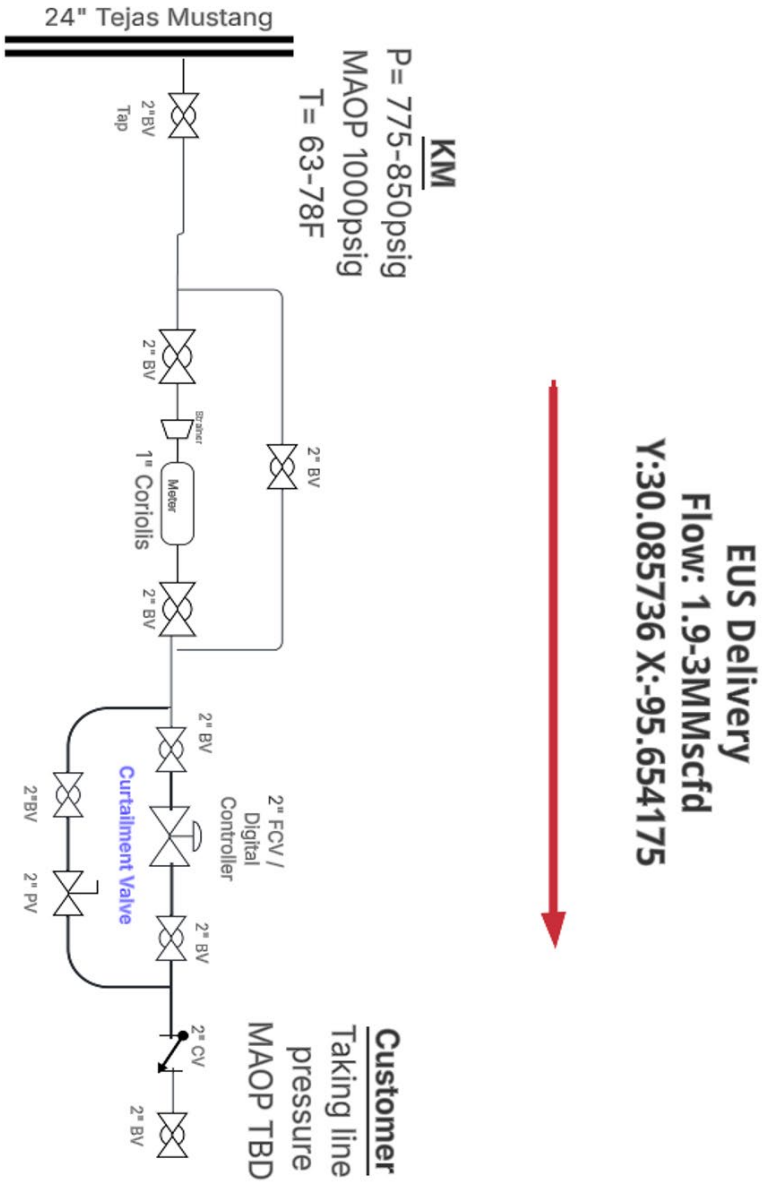
SIGNATURE PAGE TO THAT CERTAIN FACILITIES AGREEMENT BY AND BETWEEN KINDER MORGAN TEXAS PIPELINE LLC AND THE CITY OF TOMBALL DATED _____, 2026.

EXHIBITS

A – Process Flow Diagram
B – Estimated Cost
C – Proposed Facility Site

EXHIBIT "A"
TO
FACILITIES AGREEMENT
BETWEEN
KINDER MORGAN TEXAS PIPELINE LLC
AND
THE CITY OF TOMBALL

PROCESS FLOW DIAGRAM



END OF EXHIBIT "A"

EXHIBIT "B"
TO
FACILITIES AGREEMENT
BETWEEN
KINDER MORGAN TEXAS PIPELINE LLC
AND
THE CITY OF TOMBALL

ESTIMATED COST

Material (Incl Sales Tax)	$	163,400.00
Company Labor	$	4,700.00
Primary Construction Contractor	$	163,100.00
Secondary Construction Contractor	$	10,800.00
Professional Engineering	$	10,000.00
Inspection Services	$	17,300.00
Electrical & Instrumentation	$	75,000.00
Survey Contractor	$	8,100.00
Right of Way Contractor	$	1,700.00
SUBTOTAL	**$**	**454,100.00**
Construction Contingency	$	45,410.00
SUBTOTAL	**$**	**499,510.0**0
Capitalized Overhead (Burden)	$	44,956.00
Tariff Costs – Steel Line Pipe	$	200.00
Tariff Costs – General Materials	$	18,800.00
GROSS ESTIMATED COST	**$**	**563,466.00**

END OF EXHIBIT "B"

EXHIBIT "C"
TO
FACILITIES AGREEMENT
BETWEEN
KINDER MORGAN TEXAS PIPELINE LLC
AND
THE CITY OF TOMBALL

PROPOSED FACILITY SITE



END OF EXHIBIT "C"

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Approve the purchase of a VacHunter Combo truck from Houston Freightliner through Buyboard Cooperative Purchasing (Contract #HT07-26) for a not-to-exceed amount of $405,000 approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. The expenditure was included in the FY 2026-2027 Budget.

Background:

Unit U28, a 2008 sewer cleaner, was identified for replacement during the FY 2026–2027 budget process due to the age of the equipment and increasing maintenance and repair costs. The unit has reached a point in its service life where continued operation is becoming less reliable and increasingly costly.

Staff recommends replacing Unit U28 with a VacHunter Combination Sewer Cleaner Truck from Houston Freightliner. The proposed combination vacuum truck will provide expanded capabilities for cleaning and maintaining sanitary sewer infrastructure, including sewer mains, manholes, and other system components.

In addition to replacing aging equipment, the purchase of a full combination vacuum truck is expected to reduce the City's reliance on contracted vacuum maintenance services and associated annual costs for sewer system maintenance. The additional in-house capability will also allow staff to respond more efficiently to routine maintenance needs and sewer-related emergencies. A full breakdown of the cost is depicted in the table below.

Item	Amount
VacHunter Combo Truck	$394,713
Contingency (Nozzles & Maintenance Plan)	$10,287
Total	**$405,000**

Staff is requesting approval of the expenditure request of a not-to-exceed amount of $405,000 for the purchase of the VacHunter Combo truck with contingency for additional nozzles and the maintenance plan.

Origination: Public Works

Recommendation:

Staff recommends approving the purchase of a VacHunter Combo truck from Houston Freightliner through Buyboard Cooperative Purchasing (Contract #HT07-26) for a not-to-exceed amount of $405,000.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: #650-652-6403

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

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

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT07-26	Date Prepared:	9/23/2026

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Tomball	Contractor:	Houston Freightliner
Contact Person:	Drew Huffman	Prepared By:	Adam Neuse
Phone:	940-389-5649	Phone:	713-580-8148
Fax:		Fax:	
Email:	dhuffman@tomballtx.gov	Email:	adam.neuse@houstonfreightliner.com

Product Code:	001-177	Description:	108SD

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	94703

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
MERITOR MFS-12-143A 12,000# FF1 71.5 INCH KPI/3.74 IF	215	Air Cab Mounts	85
12,000# DUAL TAPERLEAF FRONT SUSPENSION	43	FIBERGLASS HOOD WITH ACCESS HATCHES	512
MERITOR MS-21-14X 21,000# R- SINGLE REAR AXLE	201	Exterior Front Sun Visor	197
20,000# FLAT LEAF SPRING REAR SUSPENSION WITH H	118	Premium Cab Insulation	140
182" Wheelbase	563	Basic Isringhausen High Back Air Suspension Drivers Seat Wt	240
24 Inch Integral Front Frame Extension	345	Basic Isringhausen High Back Air Suspension Passenger Seat V	266
.	199	97 Db Backup Alarm Mounted Inboard Of Rail	44
Positive and Negative Jump Starts Mtd on Frame Next to Starte	109	1 Quickfit Programable Module (QPM/XMC)	585
RH Outboard Under Step Mounted Horizontal Aftertreatment S	581		
1350- Front PTO Provision	919	VacHunter Combo 3635 PH6C 3300 CFM	282713
750 Watt/115 Volt Block Heater	76	**Subtotal From Additional Sheet(s):**	
Front Tow Hooks	60	**Subtotal B:**	288211

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
ALCOA 88167X 22.5X8.25 ALUMINUM FR&RR WHEELS	883		
		Subtotal From Additional Sheet(s):	0
		Subtotal C:	883

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	383797	=	Subtotal D:	383797

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	1500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freightliner Standard Destination Charge	**3375**	**TARIFF IMPACT FEE M2 106/112, 108/114 SD**	1500
MY26 ESCALATOR	**3750**	**GHG24 SURCHARGE - CUMMINS**	791
		Subtotal F:	9416

Delivery Date:		**G. Total Purchase Price (D+E+F):**	394713

HGACBuy THE SMART PURCHASING SOLUTION



Texas Underground, Inc. - 1617 Garden Road Pearland TX 77581 - Phone 1.800.373.1318

Cost Final - VacHunter Combo 3635 PH6C 3300 CFM 40 @3000

Quote Date: September 24, 2026
Customer: Tomball
Job #
Salesman: David Mills

Due Date:
Dealer: TUI
Stock #
P.O. Number:

Part Number	Description	Quantity	Price	Total
DEBRIS TANK				
	3-Yard (600 Gallon Capacity) 72" SS Barrel	1	STD	STD
	Hydraulic Rear Door	1	STD	STD
	Hydraulic Dump Tank Lift	1	STD	STD
	High-Pressure Body Washout System	1	STD	STD
	6" ANSI Flange Drain with Butterfly Valve Lower door stand Pipe	1	STD	STD
	Ladder On Debris Tank & Ladder To Deck	1	STD	STD
	Debris Tank Float Ball Level Indicator	1	STD	STD
	Stainless Steel Debris Tank & Door	1	STD	STD
	3" Gravity Drainage Front Bumper	1	$ 1,700.00	$ 1,700.00
	Purge Valve Gravity Drain 1" Ball Valve	1	$ 345.00	$ 345.00
FRONT REEL MOUNT 3/8" STEEL DESIGN HYDRAULIC DRIVE HOSE REEL DUAL CHAIN DRIVE				
	800' Capacity x 3/4"	1	STD	STD
	Articulating Reel Hydraulic	1	STD	STD
	Reel Speed Control	1	STD	STD
	Double Roller Levelwind	1	$ 500.00	$ 500.00
	Manual Footage Counter	1	$ 712.00	$ 712.00
	Auto Lube Swivel	1	$ 200.00	$ 200.00
SEWER HOSE & CLEANING TOOLS 3000 PSI				
	Tiger Tail(1)Std 3"	1	STD	STD
	Nozzle Rack	1	STD	STD
	15 Degree Nozzle	1	STD	STD
	30 Degree Nozzle	1	STD	STD
	Nozzle Skid Assy 6"	1	STD	STD
	3/4" Leader hose	10	$ 13.00	$ 130.00
	3/4" Jet Hose	600	$ 4.15	$ 2,490.00
3007-49	RED DAWG Chizel Point Nozzle 2.3"	1	$ 423.50	$ 423.50
	Rotator Nozzle	1	$ 850.00	$ 850.00
3007-119	RED DAWG Texan Mini	1	$ 1,017.50	$ 1,017.50
	Manhole - Upper Roller Aluminum	1	$ 350.00	$ 350.00
	Manhole - Hook	1	$ 100.00	$ 100.00
	Nozzles Package	1	$ 6,000.00	$ 6,000.00
WATER SYSTEM				
	600 Gallon Water Tank - Stainless Steel	1	STD	STD
	25' Fill Hose w Storage Rack	1	STD	STD
	Hydrant Fill Strainer	1	$ 375.00	$ 375.00
	Hydrant Wrench	1	$ 100.00	$ 100.00
WATER PUMP PTO DIRECT DRIVE MOUNTED UNDER FRAME				
	3000 PSI @ 40 GPM Giant Water Pump	1	Std	Std
	3,000 PSI @ 50 GPM Giant Water Pump 7 Series	1	$ 7,000.00	$ 7,000.00
	Air Purge	1	$ 185.00	$ 185.00
	Winter Recirulation	1	$ 595.00	$ 595.00
	Multi Flow	1	$ 295.00	$ 295.00
	Petcocks Pump Drain	1	$ 200.00	$ 200.00
	Hydro excavation Package-Gun, 0 Degree tip, and Rip saw for digging (2) 5ft Barrel SS Extension 50ft Retractable Hand Gun Reel w 50' x 1/2" hose Storage Tube For Tools (1) Extra Blue Gun Low Pressure Curb Side Controls	1	$ 5,500.00	$ 5,500.00
CONTROL PANEL				
	Water Pump On/Off	1	STD	STD
	Vacuum On/Off	1	STD	STD
	Hydraulics On/Off	1	STD	STD
	Emergency Kill	1	STD	STD
	Fuel Tank Chassis	1	STD	STD
	Electric Throttle	1	STD	STD
	Tachometer	1	STD	STD
	Water Pressure	1	STD	STD
	Water On/Off Walve	1	STD	STD
	Reel Speed Control	1	STD	STD
	Reel IN/OUT	1	STD	STD
BLOWER PTO BELT DRIVE				
	3,300 CFM Blower	1	STD	STD
	Cyclone Separator Dual	1	STD	STD
	Vacuum Breaker	1	STD	STD
6" Vacuum System				
	48" x 6" Vacuum Tube w/ Poly Crown	1	STD	STD
	48" x 6" Vacuum Tube w/ Hat Flange	2	STD	STD
	60" x 6" Vacuum Tube w/ Hat Flange	3	STD	STD
	Vertical Pipe Storage Area 6"	1	STD	STD
	Clamps For Tubes 6"	1	STD	STD
TOOL STORAGE				
	TOOL Tray Above frame each side of water/debris tank	1	STD	STD
	TOOL BOX 24 X24 X 30 TM Locking Below Frame	1	$780.00	$ 780.00
3004-5049-L	Driver Side Mounted Tool Box 24x24x36 Flat Aluminum	1	$1,500.00	$ 1,500.00
3004-5049-R	Passenger Side Mounted Tool Box 24x24x36 Flat Aluminum	1	$1,500.00	$ 1,500.00
	Rubber Dry Decking	5	$150.00	$ 750.00
FRONT BOOM WITH OPTIONS				

	6 FT Telescoping Boom	1		STD		STD
	Powered Boom Rotation Std W Boom	1		STD		STD
	Wireless Boom Pendant Control- Up/Down, Telescope, Boom Swing, Vacuum Breaker, Throttle,	1	$	4,500.00	$	4,500.00
	Boom assembly Remote Lube	1	$	3,000.00	$	3,000.00
	Auto Lube Boom Swing	1	$	200.00	$	200.00
LIGHTING						
ELECTRICAL OPTIONS						
	Qty (4) Light - Strobes Flat one each corner of truck (White)	1	$	1,250.00	$	1,250.00
9000-0022	Light - Strobe Light w/Limb Guard	1	$	285.00	$	285.00
9000-0023	Light - Panel Light	1	$	80.00	$	80.00
9000-0024	Light - Work Light-(Control panel) LED	1	$	200.00	$	200.00
9000-0024	Light - Work Light (Engine-Pump area)	1	$	200.00	$	200.00
	PH LED Super Light (Boom Mounted)	1	$	1,250.00	$	1,250.00
	Light Bar Side Debris Tank - 1 ea. Side	2	$	400.00	$	800.00
	Light Bar Arrowstick	1	$	400.00	$	400.00
	Light Bar Boom	1	$	400.00	$	400.00
	Back Up Camera With Front Rear Camera	1	$	2,500.00	$	2,500.00
	Back Up Alarm	1	$	200.00	$	200.00
MANUALS						
	PipeHunter Operator's Manual CD	1		STD		STD
	Service Contract 2 Years - Truck Comes to our shop for 2 PM's per year	1	$	6,000.00	$	6,000.00
FRAME & AXLE						
	Industrial Frame	1		STD		STD
	DOT LIGHTING PACKAGE	1		STD		STD
	Traffic Cone Rack	1	$	125.00	$	125.00
	Triangle Kit	1	$	100.00	$	100.00
	Fire extinguisher	1	$	125.00	$	125.00
LINER OPTION						
	PipeHunter Debris Tank & Reel White Paint			STD		STD

Liner Color: Debris Tank & Reel White Paint - Black Liner - Black Boom

		Total Options:	$ 55,213.00
		Base Price:	$ 227,500.00
Quoted By:	Davd Mills 9 24 2026	Sub Total:	$ 282,713.00
		Discount:	
CHASSIS		Sub Total:	$ 282,713.00
	2026 Freighliner sd108 Chassis		
		Freight:	
Ship Method:			
Notes:		Total:	$ 282,713.00

Signing this quote confirms that you have verified the specifications and agree with the final costs. Any specification changes made after verification may alter costs. It is the dealer/customer's responsibility to ensure that the equipment ordered meets specifications and/or quotations.

113" CA CHASSIS & PTO Programming Specs
List
Auto Neutral Safety- When air parking brake applied, the transmission goes to neutral.
Rear Toggle for chassis throttle at rear of unit, Chassis provider will provide a kit to include pre wired harness for connecting toggle to engine harness
Max RPM of 2100 Bump Ramp rate to match typical cruise control rate
On hold down of toggle, to idle ***FRONT MOUNT***
REEL GVW 17500 Rear 11 Front Auto Trans 3000 Series 10 Bolt PTO 240 HP PTO TO BE OPEN BOTH PORTS

Signature: **Date:**

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Approve a Professional Services Agreement with Oller Engineering, Inc for the design of water line extension for the future Timkin Road, Project Number 2027-10003, for a not-to-exceed amount of $159,500, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. The expenditure was included in the FY 2026-2027 Budget as a project in the adopted 2026-2031 Capital Improvement Plan.

Background:

The Water Master Plan, completed in 2023, identified improvements to the City's water distribution system that would serve current and anticipated future water demands. The recommendations included the extension of a water line along the future extension of Timkin Road. This project was identified to be completed within five-years of the Master Plan adoption.

The proposed project includes the construction of 12" water line extension along the future Timkin Road. The project includes design and construction of approximately 800-feet of 12-inch water line to be constructed along the proposed future Timkin Road from S. Persimmon to the Tomball ISD property to serve future development.

The recommended water line is sized to serve through 2024 peak hourly deman and provide distribution system capacity for maintaining elevated storage tank water level and increasing available fire flow.

The proposed Professional Services Agreement with Oller Engineering includes a scope of work to design and oversee construction of the proposed water line, survey, and required testing, for a not-to-exceed amount of $159,500.

Origination: Project Management

Recommendation:

Staff recommends approving the Professional Services Agreement with Oller Engineering, Inc. for the design of the 12-inch water line along future Timkin Road for a not-to-exceed amount of $159,500.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed: Meagan Mageo **Approved by:** _____

Staff Member Date City Manager Date

PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2027-10003
CITY OF TOMBALL
WATER LINE EXTENSION – FUTURE TIMKIN ROAD (12")

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Oller Engineering, Inc. ("Engineer").

WITNESSETH:

WHEREAS, the City desires to extend a 12" water line to the future Timkin Road (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I.
SCOPE OF AGREEMENT

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

SECTION II.
CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and

agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

SECTION III.
OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

SECTION IV.
TIME FOR PERFORMANCE

The time for performance is an estimated 365 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

SECTION V.
COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

SECTION VI.
INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, engineer under contract, or another entity over which the Engineer exercises control.

SECTION VII.
ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed **$159,500**, including reimbursable expenses as identified in Exhibit "A".

SECTION VIII.
INSURANCE

Engineer shall procure and maintain insurance for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

SECTION IX.
TERMINATION

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to

the City when and if this Agreement is terminated.

SECTION X.
ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

Oller Engineering, Inc.
Attention: Rich Oller, PE
2811 South Loop 289, Suite 17
Lubbock, Texas 79423

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

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

SECTION XI.
LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XII.
SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XIII.
DISCLOSURE OF INFORMATION

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

SECTION XIV.
MODIFICATIONS

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XV.
ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

SECTION XVI.
CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

XVIII.
MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

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

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

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this 5th day of October, 2026.

Company Name: Oller Engineering, Inc

Name: Rich Oller, PE
Title: CEO/Principal

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Thomas Harris III, City Secretary

SCOPE OF PROFESSIONAL SERVICES

City of Tomball

12-Inch Water Line Extension – Timkin Road and South Persimmon Street

1. Project Understanding

Oller Engineering, Inc. (OEI) will provide professional engineering and related services for the design, permitting, bidding, and limited construction-phase administration of approximately 828 linear feet of 12-inch water line. The proposed water line will extend east along Timkin Road from the existing City water system near South Persimmon Street to the Tomball Independent School District (Tomball ISD) property line. The project is intended to establish a looped water-system connection serving Tomball ISD.

The final alignment, connection points, easement requirements, and appurtenances will be confirmed through survey, utility coordination, hydraulic review, and coordination with the City and Tomball ISD.

2. Scope of Services

Task 1 – Project Management and Coordination

- Conduct one project kickoff meeting with City staff.
- Establish and maintain the project design schedule.
- Coordinate engineering, surveying, utility investigation, and easement preparation.
- Coordinate with the City, Tomball ISD, affected utility owners, and other project stakeholders.
- Maintain project correspondence, design records, and quality-control documentation.
- Prepare and submit monthly invoices and brief progress summaries.

Task 2 – Surveying and Easement Documents

OEI's surveying subconsultant will provide the following:

- Topographic survey of the proposed alignment and immediately affected areas.
- Available boundary and right-of-way information necessary to support design.
- Location of visible surface features and readily observable utility appurtenances.
- Horizontal and vertical project control tied to an appropriate published datum.
- Permanent water-line easement exhibits and metes-and-bounds descriptions for required easements.
- Temporary construction easement exhibits and descriptions, if determined necessary.

The fee assumes customary access to the project corridor. Title research, title commitments, property acquisition, appraisal services, negotiation with property owners, filing fees, and legal services are excluded unless specifically added by written amendment.

Task 3 – Utility Investigation and SUE Allowance

OEI will compile available utility records and coordinate utility markings through Texas 811. Because record information and surface markings may not accurately establish utility depth or horizontal location, subsurface utility engineering (SUE) may be authorized when necessary.

The SUE allowance may be used only with the City's written authorization. Before performing SUE work, OEI will identify the recommended quality level, proposed investigation locations, and estimated cost. Unused allowance funds will not be invoiced.

Task 4 – Preliminary and Final Design

- Confirm the proposed alignment and connection points.

- Review available water-system information and perform a limited hydraulic evaluation to confirm the proposed 12-inch line and anticipated operating conditions. This scope does not include development or calibration of a system-wide hydraulic model.
- Design approximately 828 linear feet of 12-inch C900 PVC water line.
- Design valves, fittings, restrained joints, fire hydrants or flushing assemblies, connections, and other required appurtenances.
- Address identified utility conflicts and required pavement, driveway, and surface restoration within the project limits.
- Coordinate anticipated service interruption and tie-in requirements with the City.
- Prepare opinions of probable construction cost at the 60-percent and final design stages.
- Prepare 30-percent, 60-percent, and final design submittals.
- Incorporate one consolidated set of City comments following each review submittal.
- Prepare signed and sealed construction plans, technical specifications, and bid documents.

The City will be provided 14 calendar days to review each design submittal. Review periods exceeding this duration may extend the overall project schedule.

Task 5 – Regulatory Coordination

OEI will prepare and submit the required plans, specifications, engineering information, and supporting documentation to the Texas Commission on Environmental Quality (TCEQ). OEI will respond to one consolidated round of TCEQ comments and incorporate required revisions into the final construction documents.

OEI cannot guarantee approval by a specific date or approval of requirements outside OEI's control. Additional regulatory submittals or material redesign resulting from changed agency requirements will constitute additional services.

Task 6 – Bidding Assistance

- Prepare the technical portion of the advertisement for bids for City review and publication.
- Assemble final bid documents and post them to CivCast using the City's account or authorized project access.
- Conduct one pre-bid conference.
- Respond to bidder questions and prepare necessary addenda.
- Assist the City with electronic bid opening.
- Prepare a bid tabulation and evaluate the apparent low bidder.
- Provide a recommendation regarding contract award.
- Assist the City in preparing the Notice of Award and Notice to Proceed.

Publication costs, CivCast charges, and legal review of procurement documents are excluded unless expressly included in reimbursable expenses.

Task 7 – Construction-Phase Services

OEI will provide limited construction-phase services consisting of the following:

- Conduct one preconstruction conference.
- Review contractor submittals for general conformance with the design intent.
- Respond to reasonable requests for information.
- Review contractor payment applications using information furnished by the contractor and City inspector.
- Coordinate with the City's inspector regarding observed construction progress.
- Conduct up to three site visits at appropriate stages of construction.
- Participate in one substantial-completion inspection and prepare a punch list.
- Assist the City in evaluating completion of punch-list items and preparing project acceptance documentation.

OEI's services do not include continuous or full-time resident project representation. OEI will not control or be responsible for the contractor's construction means, methods, sequences, procedures, safety programs, or compliance with applicable safety requirements.

Task 8 – Record Documents and Closeout

- Prepare record drawings based on contractor-furnished redline drawings and information provided by the City inspector.
- Submit electronic record drawings to the City.
- Review specified closeout documentation.
- Assist the City in preparing final acceptance documentation.
- Prepare OEI's final project invoice.

OEI will not independently verify concealed work or undocumented deviations from the contract documents. Record drawings will be identified as being based on contractor- and City-furnished information.

3. Deliverables

- 30-percent design plans.
- 60-percent design plans and updated opinion of probable construction cost.
- Final signed and sealed construction plans, technical specifications, bid documents, and opinion of probable construction cost.
- Required TCEQ submittal package.
- Easement exhibits and metes-and-bounds descriptions identified under Task 2.
- Bid tabulation and recommendation regarding contract award.
- Record drawings based on contractor- and City-furnished information.

4. Preliminary Project Schedule

The following schedule is preliminary and will be refined following authorization and the project kickoff meeting. Durations begin after receipt of required City and Tomball ISD information and assume timely access to the project corridor.

Milestone	Anticipated Duration
Survey and base mapping	4–6 weeks following notice to proceed
30-percent design	Approximately 2 weeks after survey completion
60-percent design	Approximately 4 weeks after 30-percent review comments
CenterPoint plan review	Minimum 4 weeks
Final design	Approximately 3 weeks after 60-percent review comments
TCEQ review	Subject to agency review time
Bidding and award assistance	Approximately 6–8 weeks, depending on City procurement schedule

5. Compensation

OEI proposes to provide the services described herein for a maximum authorized amount of $144,000. Fees will be invoiced monthly based on the applicable fee basis shown below.

Service	Fee Basis	Amount
Topographic, boundary, and easement surveying	Lump sum	$23,500
Engineering design, plan & profile drawings, easement documentation, CenterPoint Easement Access Application, bidding, construction-phase services, and closeout	Lump sum	$104,980
Construction Management	Lump Sum	$12,000
Reimbursable project expenses	Not-to-exceed	$4,020
SUE allowance	As authorized	$10,000
Additional-services allowance	As authorized	$5,000
Maximum Authorized Amount		**$159,500**

The SUE and additional-services allowances will be used only after written authorization from the City. Unused allowance balances will not be invoiced. Services exceeding the stated assumptions or authorized limits will be performed only through a written amendment or other written authorization acceptable to both parties.

6. Assumptions and City Responsibilities

- The City will provide available record drawings, utility maps, GIS information, standard details, specifications, front-end contract documents, and available hydraulic-model or water-system information.
- The City will obtain required easements and property rights. OEI will prepare the technical exhibits and descriptions expressly identified in this scope.
- City shall pay the required review fees for CenterPoint access application into their existing easement for the 12-inch water line. OEI shall prepare all necessary documents for submittal and review by CenterPoint.
- Tomball ISD will provide its proposed connection location, line size, schedule, and available site utility plans.
- The proposed alignment will remain generally within the corridor described in the Project Understanding.
- Design assumes open-cut installation unless field conditions, utility conflicts, or City requirements indicate otherwise.
- City and Tomball ISD reviews will be consolidated and returned to OEI through the City's designated project representative.
- Construction-phase services assume a construction duration of up to four months. Services required because of an extended construction period may constitute additional services.
- The City will provide or separately procure construction inspection and materials testing.

7. Exclusions and Additional Services

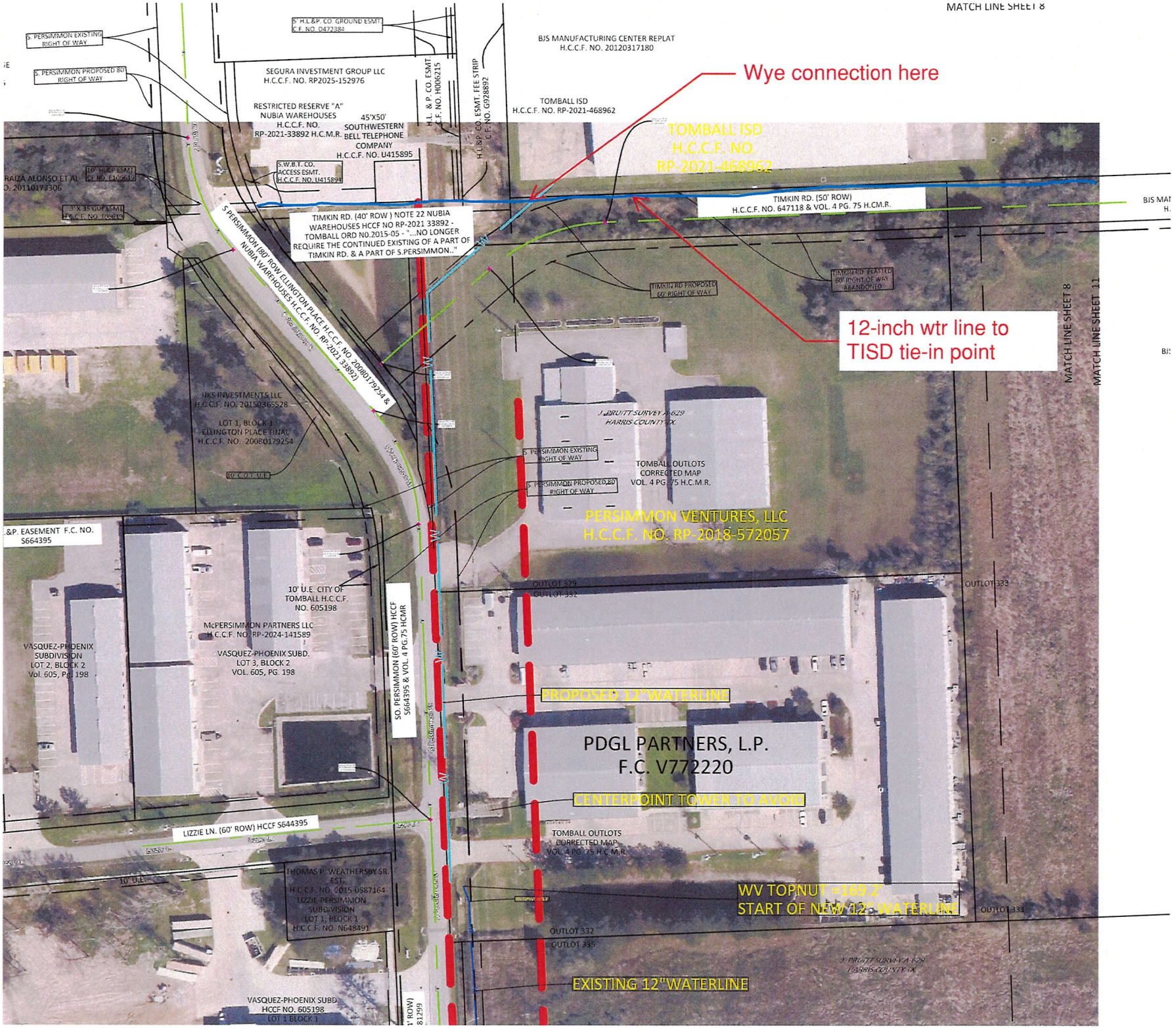
The following services are not included unless authorized in writing:

- Property acquisition, title commitments, appraisals, easement negotiation, filing fees, and legal services.
- Geotechnical investigation, environmental studies, wetland delineation, archaeological services, and hazardous-material investigation.
- Traffic-control design beyond standard contractor-prepared traffic-control requirements.

- Construction staking, materials testing, full-time resident project representation, and continuous inspection.
- System-wide hydraulic modeling, flow testing, or fire-flow certification not expressly described under Task 4.
- Trenchless crossing design, railroad or TxDOT permitting, or other third-party permits not identified in this scope.
- Major alignment changes or redesign requested after approval of the 60-percent design.
- Redesign resulting from unknown utilities, inaccurate record information, third-party changes, or changed City, Tomball ISD, or regulatory requirements.
- Additional meetings, review cycles, construction site visits, submittal reviews, or regulatory responses beyond those stated in this scope.

8. Standard of Care

OEI will perform its services consistent with the professional skill and care ordinarily provided by engineers practicing under similar circumstances at the same time and in the same locality. No other warranty or guarantee, expressed or implied, is included in this scope.


MATCH LINE SHEET 8
Wye connection here
TOMBALL ISD
H.C.C.F. NO.
RP-2021-468962
12-inch wtr line to
TISD tie-in point
TIMKIN RD. (40' ROW) NOTE 22 NUBIA WAREHOUSES HCCF NO RP-2021 33892 - TOMBALL ORD N0.2015-05 - "...NO LONGER REQUIRE THE CONTINUED EXISTING OF A PART OF TIMKIN RD. & A PART OF S.PERSIMMON.."
TIMKIN RD. (50' ROW)
H.C.C.F. NO. 647118 & VOL. 4 PG. 75 H.CM.R.
S. PERSIMMON (80' ROW ELLINGTON PLACE H.C.F. NO. 20080179254 & NUBIA WAREHOUSES H.C.F. NO. RP-2021-33892)
PERSIMMON VENTURES, LLC
H.C.C.F. NO. RP-2018-572057
PROPOSED 12"WATERLINE
PDGL PARTNERS, L.P.
F.C. V772220
CENTERPOINT TOWER TO AVOID
WV TOPNUT =169.2'
START OF NEW 12" WATERLINE
EXISTING 12"WATERLINE
LIZZIE LN. (60' ROW) HCCF S644395
SEGURA INVESTMENT GROUP LLC
H.C.C.F. NO. RP2025-152976
BJS MANUFACTURING CENTER REPLAT
H.C.C.F. NO. 20120317180
TOMBALL ISD
H.C.C.F. NO. RP-2021-468962
TOMBALL OUTLOTS
CORRECTED MAP
VOL. 4 PG. 75 H.C.M.R.
VASQUEZ-PHOENIX
SUBDIVISION
LOT 2, BLOCK 2
Vol. 605, Pg. 198
VASQUEZ-PHOENIX SUBD.
LOT 3, BLOCK 2
VOL. 605, PG. 198
McPERSIMMON PARTNERS LLC
H.C.C.F. NO. RP-2024-141589
IJKS INVESTMENTS LLC
H.C.C.F. NO. 20150366528
LOT 1, BLOCK 1
ELLINGTON PLACE FINAL
H.C.C.F. NO. 20080179254
THOMAS P. WEATHERSBY SR. EST.
H.C.C.F. NO. 2015-0587164
LIZZIE-PERSIMMON SUBDIVISION
LOT 1, BLOCK 1
H.C.C.F. NO. N648491
VASQUEZ-PHOENIX SUBD
HCCF NO. 605198
LOT 1 BLOCK 1
SOUTHWESTERN BELL TELEPHONE COMPANY
H.C.C.F. NO. U415895
RESTRICTED RESERVE "A"
NUBIA WAREHOUSES
H.C.C.F. NO.
RP-2021-33892 H.C.M.R.
S. PERSIMMON EXISTING RIGHT OF WAY
S. PERSIMMON PROPOSED 80' RIGHT OF WAY
TIMKIN RD PROPOSED 60' RIGHT OF WAY
TIMKIN RD PLATTED 60' RIGHT OF WAY ABANDONED
J. BRUTT SURVEY A-629 HARRIS COUNTY TX.
OUTLOT 329
OUTLOT 332
OUTLOT 333
OUTLOT 335
10' U.E. CITY OF TOMBALL H.C.C.F. NO. 605198
SO. PERSIMMON (60' ROW) HCCF S664395 & VOL. 4 PG.75 HCMR
MATCH LINE SHEET 8
MATCH LINE SHEET 11

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Approve the purchase of supplies and materials from Amazon Capital Services, Inc. through the OMNIA Partners Cooperative (Contract # R-TC-17006) for a not-to-exceed amount of $150,000, approve the expenditure of funds therefore, and authorize the City Manager to execute all documents related to the purchase. The purchases are included in the FY 2026-2027 budget.

Background:

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

Purchases allowed under this contract were appropriated in the FY2026-2027 budget in a variety of departments and object codes, such as parts and materials or office supplies. With the approval of this item, departments will be able to make purchases for various supplies throughout the year, while staying within their budgeted appropriation.

Per the City's adopted Purchasing and Bidding Policy, expenditures more than $100,000 with one vendor require approval of the City Council. As expenditures with Amazon has exceeded $100,000 in prior fiscal years, staff is seeking approval for purchases in FY 2026-2027 in the amount of $150,000.

Origination: Finance

Recommendation:

Staff recommend approving purchases from Amazon Capital Services, Inc. for a not-to-exceed amount of $150,000 as appropriated in the FY 2026-2027 Budget.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Bragg Farmer 10.13.26 Approved by _____

Staff Member Date City Manager Date

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Approve, on Second Reading, Resolution No. 2026-44-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Old Town Façade Improvement Grant by and between the Corporation and D&A Sno, LLC dba Sno Angels Sno Balls to make direct incentives to, or expenditures for, building improvements for new or expanded business enterprises to be located at 525 W. Main Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $40,000.00.

Background:

On September 15, 2026, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an Old Town Façade Improvement Grant with Sno Angels Sno Balls for building improvements for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2026-44-TEDC

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

FUNDING (IF APPLICABLE)

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

Yes: X No: If yes, specify Account Number: #Old Town Façade Improvement Grants

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

Signed Approved by

Staff Member-TEDC Date Executive Director-TEDC Date

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: October 5, 2026

SUBJECT: D&A Sno, LLC dba Sno Angels Sno Balls

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Andrea and David Marquez, Owner, of Sno Angels Sno Balls for funding assistance through the TEDC's Old Town Façade Improvement Grant (FIG) Program for improvements to an approximately 600 square foot building located at 525 W. Main Street.

Their current business Sno Ball and Treat Trailer will expand to a larger permanent space at 525 W. Main Street. The business will also undergo a rebrand and introduce a new menu concept as Sno Angels Sno Balls – Louisiana Style Sno Balls made with soft shaved ice with kosher, fresh fruit, dye free, and sugar free syrups and toppings. This expansion is expected to maintain 2 full-time positions and create 2 new part-time positions.

The proposed project has a total investment of approximately $117,057.50 which includes remodeling the main lobby area of the existing space to incorporate a service counter, along with interior table seating. The remodel also includes the addition of an ADA compliant bathroom, as well as bringing the rest of the building up to ADA compliance. Eligible improvements include the installation of drive-thru window, kitchen and storage room, outdoor porch, new doors, new signage, upgrades to electrical and plumbing systems as well as exterior/interior painting, façade repairs, parking lot and landscaping.

The goal of the TEDC's Old Town Façade Improvement Grant is to promote and assist with renovation, rehabilitation, restoration, and enhancements to commercial buildings within the Old Town Mixed Use zoning district. In accordance with the Old Town Façade Improvement Grant Program Guidelines & Criteria, the proposed performance agreement is for 50% of the eligible improvement costs, not to exceed $40,000.00.

The project and application were reviewed and conditionally approved by the Business Retention & Expansion (BRE) Committee on August 18, 2026 and the TEDC Board of

Directors on September 15, 2026. While this conditional approval enables the applicant to move forward with their project and avoid significant approval delays, it does not guarantee funding. Final approval is still required from the Tomball City Council. Applicants proceed at their own risk until those approvals are secured.

Once approved, the applicant will have nine months to complete the improvements. All grants are reimbursement grants and will only be funded after completion of the project, and after the applicant submits final paid itemized invoices/receipts for all applicable labor and materials, proof of payment, and digital photographs of the completed work.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

D&A Sno LLC

20818 Highet Place Tomball, TX 77375

August 9, 2026

Dear Tomball Economic Development Corporation,

We are writing to you today seeking to be a part of the beautification and economic development of the city of Tomball.

We have acquired a lease with Mr. Paul Michna, the owner of 525 W. Main Street Tomball, 77375.

Our company has operated as a Sno Ball and Treat Trailer since March 2026. Since we have grown rapidly, we are encouraged to build something permanent in down town Tomball. Our Products are Louisiana Style Sno balls. We have a gourmet product, made with soft shaved ice with kosher, fresh fruit, dye free, sugar free syrups and toppings.

We have a huge community and following in such a short time that we are so excited to start our remodel and beautification of the building. Our customers are already very excited as well. We believe we will do a great job with the design and becoming a landmark in our community.

Because the building is older and has lots of construction need such as new signage, façade improvement, property improvement and landscaping, we are seeking to apply for financial aids such as grants that your company has available to the community such as The Business Improvement Grant Program. With this money we will bring more community and help the economy of our little down town Tomball.

We would greatly appreciate your approval for our small, veteran-family owned business.

Thank you for your consideration.

Sincerely,

D&A Sno LLC D.B.A Sno Angels Sno Balls,

David Marquez and Andrea Marquez

Owners and Operators

TOMBALL
ECONOMIC DEVELOPMENT CORP.

SNO ANGELS SNO BALLS

Old Town Façade Improvement Grant Applicant

October 5, 2026

PROJECT OVERVIEW

- Applicant: Snow Angels Sno Balls (Owners: Andrea and David Marquez)
- Address: 525 W. Main Street, Tomball, TX 77375
- Proposed Improvements
  - *Remodeling the main lobby area of the existing space to incorporate a service counter, along with interior table seating*
  - *The addition of an ADA compliant bathroom, as well as bringing the rest of the building up to ADA compliance*
  - *Installation of drive-thru window, kitchen and storage room, outdoor porch, new doors, new signage, upgrades to electrical and plumbing systems*
  - *Exterior/interior painting, façade repairs, parking lot and landscaping*

BEFORE



PROPOSED – EXTERIOR / INTERIOR









GRANT TYPE:
OLD TOWN FAÇADE

- Project Investment: $117,057.50*
- TEDC Grant: $40,000.00

- Projects must meet the applicable FIG standards and criteria, receive a score of 30 points or more, and meet all other program requirements to be considered for funding.
- Projects with a score between 46-60 will be eligible for funding up to $50,000.00.
- Projects with a score between 30-45 will be eligible for funding up to $40,000.00.

Visibility	Existing Condition	Impact of Improvement	Creative Design	Improves Streetscape	Importance to the Area	Contribution Ratio	Readiness	Local Owner	Utilization of Business
5	5	5	4	2	7	1	4	5	3

TOTAL SCORE: 41

*Permitting and fees are not covered

Sno Angels Sno Balls

TOMBALL
ECONOMIC DEVELOPMENT CORP.

OLD TOWN FAÇADE IMPROVEMENT GRANT PROGRAM

Evaluation Scoring System

The Old Town Façade Improvement Grant Program (FIG) evaluation scoring system is based on the standards and criteria of the Program. Applications will be evaluated by each Committee member using this scoring system and funding of eligible improvements will be based upon a project's score and the following requirements.

- Projects must meet the applicable FIG standards and criteria, receive a score of 30 points or more, and meet all other program requirements to be considered for funding.
- Projects with a score between 46-60 will be eligible for funding up to $50,000.00.
- Projects with a score between 30-45 will be eligible for funding up to $40,000.00.

Evaluation Categories

Visibility	Points Available
Building located off of 2920 or highly visible from 2920	5
Building located on predominantly commercial streets	4
Building located on residential or minor street	3

Existing Condition	Points Available
Poor: The existing appearance and condition of the property is structurally unstable or dilapidated	5
Fair: The existing appearance and condition of the property is structurally stable but needs substantial renovations	3
Good: The existing appearance and condition of the property is in need of little to no structural or substantial renovations	1

Impact of Improvement	Points Available (can be combined)
The project includes major/complete façade work and site redevelopment	5
The building façade is predominately brick/stone (excluding windows/doors)	5
The project includes moderate façade work and site redevelopment	4
The building includes a creative design that is an appropriate fit for the proposed location and is consistent with the downtown character	4
The building façade improvements along the alley are of the same quality as the street facing facades	4
The building preserves or restores historical features or characteristics	3
The project significantly improves the streetscape or alleyscape adjacent to the building	2

Importance to the Area	Points Available (points can be combined for mixed use project up to 15 points)
Restaurant	7
Entertainment	6
Retail – desired retail uses (determined by Committee)	6
Office	5
Primary Employment	4
Retail – general retail uses	3
Other uses	Point value determined by the Committee

Owner vs TEDC Contribution Ratio	Points Available
Greater than 7:1	5
Greater than 4:1 but less than 7:1	3
1:1 up to 4:1	1

Readiness	Points Available
Applicant has architect's renderings, quotes, proof of ownership/lease and 100% of grant checklist requirements	5 4
Applicant has quotes and proof of ownership/lease and 50% of grant checklist requirements	3
Applicant has quotes and only 25% of grant checklist requirements	1

Local Owner/Occupant	Points Available
Building is owned by a local landlord/owner and the business is locally owned and operated	5
Building is owned by an absent landlord, but the business is locally owned and operated	3
Building is owned by an absent landlord, and the business is not locally owned	1

Utilization of Local Businesses	Points Available
Applicant is using mostly local businesses to make improvements	5
Applicant is using half local businesses to make improvements	3
Applicant is using no local businesses to make improvements	1

Total Points	41

TOMBALL
ECONOMIC DEVELOPMENT CORP.

August 18, 2026

Andrea and David Marquez
D&A Sno, LLC dba Sno Angels Sno Balls
525 W. Main Street
Tomball, Texas 77375

RE: CONDITIONAL APPROVAL - Old Town Façade Improvement Grant Program

Dear Mr. and Mrs. Marquez:

Thank you for your recent application to the Old Town Facade Improvement Grant Program. We are pleased to inform you that your application for the proposed improvements at **525 W. Main Street, Tomball, Texas 77375,** has received **conditional approval** from the Business Retention & Expansion (BR&E) Review Committee.

This conditional approval is based on the preliminary review of your application materials, including your project description, cost estimates, and proposed design concept. The BR&E Committee met on August 18, 2026, to review your submittal and found that based on the Evaluation Scoring System your project received a score of **40** which is eligible for funding up to **$40,000.00.**

Conditional Approval

This letter serves as formal notice of conditional approval of the application, as submitted, based on the preliminary review conducted by the Tomball Economic Development Corporation's (BR&E) Review Committee. While we are encouraged by your project's potential and the progress made to date, please carefully review the following critical conditions:

1. **Final Approval Pending**

This conditional approval does not constitute a commitment of funds or a final decision. The project remains subject to final approval by Tomball City Council, which includes a full review of all required documentation, terms, and conditions.

2. **No Guarantee of Funding**

Funding for this project is not guaranteed until formal approval is granted by the Tomball Economic Development Corporation's Board of Directors and Tomball City Council through a resolution or other official action.

3. **Proceeding at Your Own Risk**

If you choose to begin project activities prior to receiving final approval, please understand you do so at your own risk. Neither the TEDC, City of Tomball, nor its affiliates shall be held liable for any costs, obligations, or commitments incurred in anticipation of funding.

Process for Final Approval

Your application will be presented at the next available Tomball Economic Development Corporation Board of Directors Meeting for approval. It will then proceed to the next two available Tomball City Council Meetings for final approval via two separate readings of a resolution.

Once all approvals are obtained and legal notice requirements fulfilled, TEDC staff will reach out to initiate execution of the grant agreement.

Project Work and Reimbursement Guidelines

While you may begin project work upon receipt of this letter, please note that the reimbursement of eligible expenses will only occur after full approval is secured and the grant agreement has been executed. Additionally, you must comply with all applicable City of Tomball permitting requirements, zoning regulations, building codes, and other local ordinances. Failure to do so may affect your eligibility for reimbursement.

Upon project completion, you must submit:

- Final paid invoice(s)
- Proof of payment(s)
- Digital "after" photographs of the completed improvements

Once all documentation is received and verified, TEDC will process the reimbursement and notify you when your check is ready.

Financial Summary

Description	**Your Investment**	**TEDC Grant**
Eligible Improvements	$117,057.50	$40,000.00
Total Amount Available from TEDC:		**$40,000.00**

We sincerely appreciate your dedication to preserving and enhancing the character of Old Town Tomball. If you have any questions or need further assistance, please do not hesitate to contact our office.

Sincerely,

Amanda Gleason, PMP

Project Manager
Tomball Economic Development Corporation

RESOLUTION NO. 2026-44-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND D&A SNO, LLC DBA SNO ANGELS SNO BALLS TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Forty Thousand Dollars ($40,000.00), found by the Board to be required or suitable to promote a new business development by D&A Sno, LLC dba Sno Angels Sno Balls; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

WHEREAS, City Council finds and determines that such project promotes new or expanded business development and is in the best interests of the citizenry; now, therefore,

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Forty Thousand Dollars ($40,000.00), to D&A Sno, LLC dba Sno Angels Sno Balls, in accordance with an Old Town Façade Improvement Grant by and between the TEDC and D&A Sno, LLC dba Sno Angels Sno Balls to promote and develop a new or expanded business enterprise, to be located at 525 W. Main Street, Tomball, Texas 77375.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution 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 Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this _____ day of _____, 202__.

PASSED, APPROVED, AND RESOLVED on second and final reading this _____ day of _____, 202__.

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
City Secretary

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Approve a contract with Daniel Dean.com, LLC for completion of the North Star Estates Erosion Repairs near Bearing Star Lane (Project No. 2025-10018), for a not-to-exceed amount of $240,000, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related thereto.

Background:

In 2020, the City completed a drainage improvement project in North Star Estates on Rigel Court that included the construction of a retaining wall and drainage channel stabilization to aid with erosion along the drainage channel. In November 2023, staff was made aware that erosion issues were occurring adjacent to the site where the retaining wall was constructed. Staff began working with Freese & Nichols, Inc., the original design consultant, to conduct a site investigation. The site investigation included observing and documenting existing conditions and future erosion repairs needed.

Freese & Nichols completed the design of the project identified as North Star Estates Drainage Improvement Phase II, which included removing sub-optimal fill and replacing it with acceptable fill, keying/benching and compacting imported selected fill, flattening the slope to a more gradual slope, and armoring the area with rock riprap. Following completion of that project in April 2025, design commenced for the next segment of the drainage channel near Bearing Star Lane in August 2025.

In accordance with the City's Procurement Policy, sealed bids were solicited for construction of the North Star Estates Erosion Repairs near Bearing Star Lane. A total of eleven bids were received, and The Winstead House LLC, dba iDig Katy, was determined to be the lowest responsive bidder with a bid of $200,420. City Council subsequently awarded the construction contract to iDig Katy in February 2026.

During construction, the City experienced continued issues with the contractor's performance, including insufficient construction progress, failure to adhere to the project schedule, deficient project management, inconsistent communication and coordination, and failure to complete the work within the required contract time. The City's termination documentation further identified repeated periods of inactivity, failure to provide required scheduling and progress information, and disregard of City directives. On August 31, 2026, the City formally terminated the contract for cause and contractor abandonment.

Since termination, iDig Katy has filed for Chapter 11 bankruptcy protection. At the time of termination, approximately $172,225 remained under the original $200,420 construction contract. The amount of work completed by iDig Katy was minimal in comparison to the overall project scope, leaving a substantial portion of the original work incomplete. In addition, erosion and changing site conditions resulting from the incomplete work have created additional corrective and restoration needs that must be addressed as part of project completion.

The City has filed a claim under iDig Katy's **performance bond**, and the surety is currently evaluating the claim. The City is seeking recovery through the performance bond for eligible contractual obligations and costs resulting from the contractor's default, including costs exceeding the amount previously allocated by the City for completion of the project. The claim also includes additional engineering expenses associated with the extended and disrupted construction process, including additional engineering services required while monitoring construction performed by iDig Katy and future construction administration and oversight required during completion of the project by the replacement contractor. The City's termination notice was provided to the project surety and stated that the City would work separately with the surety regarding completion of the project.

Staff obtained a revised completion proposal from Daniel Dean.com, LLC in the amount of $240,000. The proposal includes labor, equipment, and materials necessary to complete the remaining work, including tree removal, slope repair and grading, installation of riprap systems, drainage improvements, water control and SWPPP measures, restoration, temporary irrigation, and site cleanup. The proposal also includes the purchase of up to 555 tons of riprap and 200 tons of bedding material, in addition to placement of existing material already stockpiled on the site.

The proposed $240,000 completion contract is $67,775 greater than the $172,225 remaining under the original iDig Katy contract. The increased cost reflects the substantial amount of the original project scope that remains incomplete, remobilization by a replacement contractor, current erosion and site conditions requiring corrective work, and additional work necessary to stabilize and restore the project area.

Due to the existing drainage and erosion conditions and the need to timely stabilize the site and protect surrounding property and the public, staff determined that delaying completion of the work to conduct a new competitive procurement would not be appropriate. Therefore, the replacement contract is being procured pursuant to the exemption provided under **Texas Local Government Code Section 252.022(a)(2)** for a procurement necessary to preserve or protect the public health or safety of the municipality's residents.

Contract and Funding Summary	
Original iDig Katy Contract	$200,420
Remaining Balance – iDig Contract	$172,225
Daniel Dean.com, LLC Quote	$240,000
Amount Above Remaining Contract Balance	**$67,775**

The City will continue pursuing recovery under the performance bond for eligible costs associated with the original contractor's default, including excess construction costs and additional engineering services required to complete the project. The amount ultimately recoverable remains subject to the surety's evaluation of the City's claim.

Origination: Project Management

Recommendation:

Staff recommends approving a contract with Daniel Dean.com, LLC for completion of the North Star Estates Erosion Repairs near Bearing Star Lane (Project No. 2025-10018), for an amount not to exceed $240,000, authorizing the expenditure of funds therefor, and authorizing the City Manager to execute any and all documents related thereto.

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

FUNDING (IF APPLICABLE)

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

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

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

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

North Star Estates

Completion Proposal

Erosion Repairs near Bearing Star Lane | TMB25574

DanielDean.com, LLC (DD) | Prepared for City of Tomball (City)

Proposed Price: $240,000

Payment terms: 50% of the contract price is due upon completion of 50% of the work. The remaining 50% is due upon completion of the work.

Includes labor, equipment and materials listed below, including purchase of up to 555 tons of RipRap and 200 tons of bedding material, in addition to placement of existing material already stockpiled on site. These are new-material purchase allowances, not a statement that all listed material must be purchased or that stockpiled material can be deducted a second time.

RipRap delivery quantities are based on 1.5 tons per cubic yard.

This completion proposal includes field scope and exclusions that differ from the drawings. See page 2 for exclusions and conditions.

Tree Removal

Remove and haul away (4) trees, including the stumps as needed, including the large pine tree.

Slope Repair and Dirt Work

Take out the elevated area beneath the large pine tree so it matches the slope on each side of it. Spread the dirt across the area and grade it so it looks nice and uniform, in an effort to minimize exporting dirt. Use on site soil as select fill and compact it as placed. Provide compaction testing documentation for dirt we place.

Riprap Systems

Install (3) V-shaped riprap systems and (1) flat riprap system. The City & DD will discuss all (4) locations before work begins. Over excavate the area of each install, install nonwoven geotextile fabric, 6-inch bedding gravel on top of the fabric, and riprap on top of the bedding gravel. Tie the toe of the slope into the floor of the creek.

Drainage

Supply and install (2) back slope interceptors (referred to as Inlets) with 24-inch x 24-inch concrete inlet boxes and 18-inch HDPE pipe to discharge into the creek. Run the pipe down from each box through a 45 degree fitting, continue parallel with the slope, then use another 45 degree fitting to discharge near the creek bottom. This arrangement provides (4) 45 degree fittings in total.

Grade the area so water flows to the Inlets. Build a berm on the lower side of the graded area and create swales as needed to direct water into the Inlets.

Water Control and SWPPP

Manage water during construction. Install or repair and maintain the erosion controls needed for the work, including (2) rock filter dams & silt fence. Complete SWPPP inspections and records, remove trapped sediment, and remove temporary controls after the area is stabilized. Removal of rock filter dams is described as breaking them down so water can pass over & through them and water will spread the rock across the floor over time. Construct rock filter dams with 3x5 crushed concrete & woven geotextile fabric.

Restoration and Watering

After completing the work, provide up to (10) regular dump truck loads of topsoil, spread it and smooth it. This is included in the $240,000 and is not charged again under the extra dirt rate. Install (2) eighteen-wheeler loads of Bermuda sod. Broadcast seed over the other disturbed areas if there is not enough sod.

Immediately after sod installation, supply and install a temporary irrigation system that will be set up for (45) days, then remove the temporary system. The City/Homeowner will provide a usable water source (water spigot) and connection and pay for the water.

Driveway Cleanup

Remove and haul away the temporary crushed concrete covering the existing driveway used for equipment, trucks and material access. This aggregate removal and haul away are included in the $240,000. Sweeping, blowing and pressure washing are included.

North Star Estates

Exclusions and Conditions

Erosion Repairs near Bearing Star Lane | TMB25574

DanielDean.com, LLC (DD) | Prepared for City of Tomball (City)

Please read these details carefully. Scope and pricing only include the items specifically listed in this proposal. Discussions, site walks, calls, texts, photos, marked images and examples do not add work unless it is written in the scope. Changes or additional work may result in additional charges, to be agreed in writing before that work proceeds.

Wet, Soft or Unsuitable Subgrade

Wet ground, soft subgrade, rain, underground water, springs, poor soils and saturated areas can delay work, change the work method or require additional cost. DD is not responsible for drying or stabilizing wet or soft existing subgrade beyond the work included in this proposal. Removing unsuitable material beyond the included excavation, replacing it with imported suitable fill, mechanical drying, lime, fly ash or similar fixes are additional unless specifically included.

If equipment sinks, trucks cannot access the area or these conditions prevent proper construction, work in the affected area may stop until conditions improve or a corrective method is approved. DD will notify the City so the City/design engineer can review the corrective work and any additional cost before it proceeds. Completion may be delayed.

Normal construction water control, the included excavation and grading, normal moisture conditioning, compaction and testing of fill placed by DD, and routine erosion-control maintenance remain included.

Not Included or Responsible For

- Imported or exported dirt will be charged at $150 per regular dump truck load as stated in the proposal, except for the included topsoil. The City will provide a place to drop exported dirt at no charge. Driveway aggregate removal and tree haul-away are included and are not charged again under this dirt rate.
- Sewer line and manhole repairs, including utility specific excavation, bypass, connections, testing, and restoration, are excluded from DD's scope and price.
- Concrete driveway repair or replacement is excluded. Aggregate removal, haul away and driveway cleanup are included.
- Rebuilding work or replacing materials washed away by a heavy rain or flood is excluded. Existing washout repairs within the agreed completion limits, normal water control and erosion control maintenance are included.
- Removal of extraordinary sediment accumulated in the creek bottom or in front of the rock filter dams after a major rain or flood is excluded. Routine trapped sediment removal remains included.
- Security services and a dedicated watchman are excluded.
- Preparation of revised engineering drawings and a licensed as-built survey is excluded. Because this proposal includes deviations from the plans, the City/design engineer must provide or accept the required design revisions. DD will provide the included compaction testing documentation, SWPPP records and available field change information.
- Additional material beyond the stated new-material purchase allowances of 555 tons of RipRap and 200 tons of bedding material is excluded from the base price. Additional RipRap will cost $150 per ton and additional bedding material will cost $85 per ton to provide and place. Existing stockpiled material is in addition to these purchase allowances.
- Watering and grass care after 45 days, water supply and water charges, a permanent irrigation system, and a guarantee of grass establishment are excluded. The included temporary irrigation system remains as stated in the proposal; the City/Homeowner provides the water source and connection and pays for the water.

Approval includes the scope on page 1 and the exclusions and conditions on page 2.

City of Tomball Approval

Signature: _____ Date: _____

Printed name/title: _____

DanielDean.com, LLC

Signature: Daniel Dean

Date: September 27, 2026

Itemized construction costs

Original City cost-sheet items

Item	Specification section	Description	Quantity	Unit	Unit price	Amount
1	GENERAL	MOBILIZATION (NOT TO EXCEED 3% OF PROJECT TOTAL)	1	LS	$6,000.00	$6,000.00
2	SPECIAL SPECIFICATION 01 57 23	STORMWATER POLLUTION PREVENTION PLAN - SWPPP (NOT TO EXCEED 5% OF PROJECT TOTAL)	1	LS	$12,000.00	$12,000.00
3	COT-02951	PAVEMENT REPAIR AND RESURFACING (DRIVEWAY PAVEMENT REPLACEMENT	140	SY	Excluded	Excluded
4	GENERAL	SITE RESTORATION	1	LS	$3,000.00	$3,000.00
5	SPECIAL SPECIFICATION 31 11 00	CLEARING AND GRUBBING	4	EA	$1,700.00	$6,800.00
6	SPECIAL SPECIFICATION 31 23 16	EARTHWORK - EXCAVATION	1	LS	$25,000.00	$25,000.00
7	SPECIAL SPECIFICATION 31 23 23.16	EARTHWORK - SELECT FILL	1	LS	$8,875.00	$8,875.00
8	SPECIAL SPECIFICATION 31 37 00	RIPRAP - LARGE BOULDER TYPE (GRADATION PER DRAWINGS)	330	TON	$150.00	$49,500.00
8A	SPECIAL SPECIFICATION 31 37 00	RIPRAP - LARGE BOULDER TYPE (GRADATION PER DRAWINGS) STOCKPILED ON SITE - (EQUIPMENT & LABOR) UNIT COST SHALL NOT EXCEED 40% OF ITEM 8)	160	TON	$60.00	$9,600.00
9	SPECIAL SPECIFICATION 31 37 00	RIPRAP BEDDING MATERIAL - 1.5-INCH MINUS (GRADATION PER DRAWINGS)	10	TON	$85.00	$850.00
9A	SPECIAL SPECIFICATION 31 37 00	RIPRAP BEDDING MATERIAL - 1.5-INCH MINUS (GRADATION PER DRAWINGS) STOCKPILED ON SITE - (EQUIPMENT & LABOR) UNIT COST SHALL NOT EXCEED 40% OF ITEM 9)	155	TON	$34.00	$5,270.00
10	SPECIAL SPECIFICATION 31 32 19.15	GEOTEXTILE	1	LS	$480.00	$480.00
11	SPECIAL SPECIFICATION 31 23 16	EARTHWORK - EXCAVATION	1	LS	$25,000.00	$25,000.00
12	SPECIAL SPECIFICATION 31 23 23.16	EARTHWORK - SELECT FILL	1	LS	$8,875.00	$8,875.00
13	SPECIAL SPECIFICATION 31 37 00	RIPRAP - LARGE BOULDER TYPE (GRADATION PER DRAWINGS)	225	TON	$150.00	$33,750.00
14	COT-02082	4-FOOT-DIAMETER PRECAST CONCRETE MANHOLE	1	EA	Excluded	Excluded
15	COT-02611	24-INCH-DIAMETER RCP SEWER PIPE, NOT TO EXCEED 150 FEET TOTAL LENGTH	150	LF	Excluded	Excluded

Original items subtotal - carried to next page **$195,000.00**

Supplemental construction costs

Supplemental items 17-21

Item	Specification section	Description	Quantity	Unit	Unit price	Amount
17	SUPPLEMENTAL	2 concrete 24 x 24-inch inlet boxes, 18-inch HDPE runs, 4 fittings, and associated swales/berms	1	LS	$21,000.00	$21,000.00
18	SUPPLEMENTAL	Topsoil supply, spreading and smoothing - up to 10 regular dump-truck loads	10	LOAD	$400.00	$4,000.00
19	SUPPLEMENTAL	Bermuda sod supply and installation - 2 eighteen-wheeler loads	2	LOAD	$4,500.00	$9,000.00
20	SUPPLEMENTAL	Temporary irrigation installation, 45-day period and removal	1	LS	$3,500.00	$3,500.00
21	SUPPLEMENTAL	Driveway crushed-concrete removal and haul-away; sweeping, blowing and pressure washing	1	LS	$7,500.00	$7,500.00

Original items subtotal	$195,000.00
Supplemental items subtotal	$45,000.00
PROPOSED TOTAL	**$240,000.00**

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:
Conduct a public hearing and consideration to approve **Zoning Case Z26-08**: Request by Wendy Kaiser to consider a zone change from the Single-Family Residential (SF-6) zoning district to the Old Town (OT) zoning district on Lot 22S of the Baker Unrecorded Plat, one lot containing approximately 0.29 acres of land, situated in the J House Survey, Abstract 34, located south the southwest intersection of Hicks Street and Baker Drive (304 Baker Drive).

Adopt, on First Reading, Ordinance No. 2026-40, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning one lot containing approximately 0.29 acres of land, situated in the J House Survey, Abstract 34 from the Single-Family Residential (SF-6) zoning district to the Old Town (OT) zoning district on Lot 22S of the Baker Unrecorded Plat. The property is located south the southwest intersection of Hicks Street and Baker Drive (304 Baker Drive). The applicant is requesting to utilize the property for residential or office use; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

Origination: Wendy Kaiser

Recommendation:

Party(ies) responsible for placing this item on agenda: Caleb Mittanck (City Planner)

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. 2026-40

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 0.29 ACRES OF LAND LEGALLY DESCRIBED AS BEING LOT 22S OF THE BAKER UNRECORDED PLAT, SITUATED IN THE J HOUSE SURVEY, ABSTRACT 34 FROM THE SINGLE-FAMILY RESIDENTIAL (SF-6) ZONING DISTRICT TO THE OLD TOWN (OT) ZONING DISTRICT. THE PROPERTY IS LOCATED AT 304 BAKER DRIVE, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Wendy Kaiser, has requested to amend the Tomball Code of Ordinances, by rezoning approximately 0.29 acres of land legally described as being Lot 22S of the Baker Unrecorded Plat, situated in the J House Survey, Abstract 34 from the Single-Family Residential (SF-6) zoning district to the Old Town (OT) zoning district; and

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

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

Whereas, the City Council deems it appropriate to grant a rezoning to the Old Town (OT) District.

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

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

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

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

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

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be

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

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

FIRST READING:

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

COUNCILMAN MICHNA	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

SECOND READING:

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

COUNCILMAN MICHNA	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

_____
LORI KLEIN QUINN, Mayor

ATTEST:

_____
Thomas Harris III
City Secretary

Exhibit “A”

Location: 304 Baker Drive, within the City of Tomball, Harris County, Texas.



NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
OCTOBER 12, 2026
&
CITY COUNCIL
OCTOBER 19, 2026

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 12, 2026, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, October 19, 2026, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z26-08: Request by Wendy Kaiser to consider a zone change from the Single-Family Residential (SF-6) zoning district to the Old Town (OT) zoning district on Lot 22S of the Baker Unrecorded Plat, one lot containing approximately 0.29 acres of land, situated in the J House Survey, Abstract 34, located south the southwest intersection of Hicks Street and Baker Drive (304 Baker Drive). The applicant is requesting to utilize the property for residential or office use.

Zoning Case Z26-010: Request by Luke and Michelle Tamez to consider a zone change from the Single-Family Residential (SF-6) zoning district to the Old Town (OT) zoning district on Lots 23 and 24 of Block 29 situated within the Revised Map of Tomball; two lots containing approximately 0.16 acres of land located at the northeast intersection of South Cherry Street and McPhail Street (208 McPhail Street). The applicant is requesting to utilize the property as a real estate office.

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 6th day of October 2026 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

Caleb Mittanck
Caleb Mittanck
City Planner

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

City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z26-08 **9/21/2026**

The Planning & Zoning Commission will hold a public hearing on **October 12, 2026 at 6:00 PM,** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Wendy Kaiser to consider a zone change from the Single-Family Residential (SF-6) zoning district to the Old Town (OT) zoning district on Lot 22S of the Baker Unrecorded Plat, one lot containing approximately 0.29 acres of land, situated in the J House Survey, Abstract 34, located south of the southwest intersection of Hicks Street and Baker Drive (304 Baker Drive). The applicant is requesting to utilize the property for residential or office use.

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

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning.** The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **October 19, 2026, at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact the Planning Division, by telephone (281-290-1491) or by email address planning@tomballtx.gov.

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

CASE #: Z26-08
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name:
Parcel I.D.:
Address:

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

Email: planning@tomballtx.gov

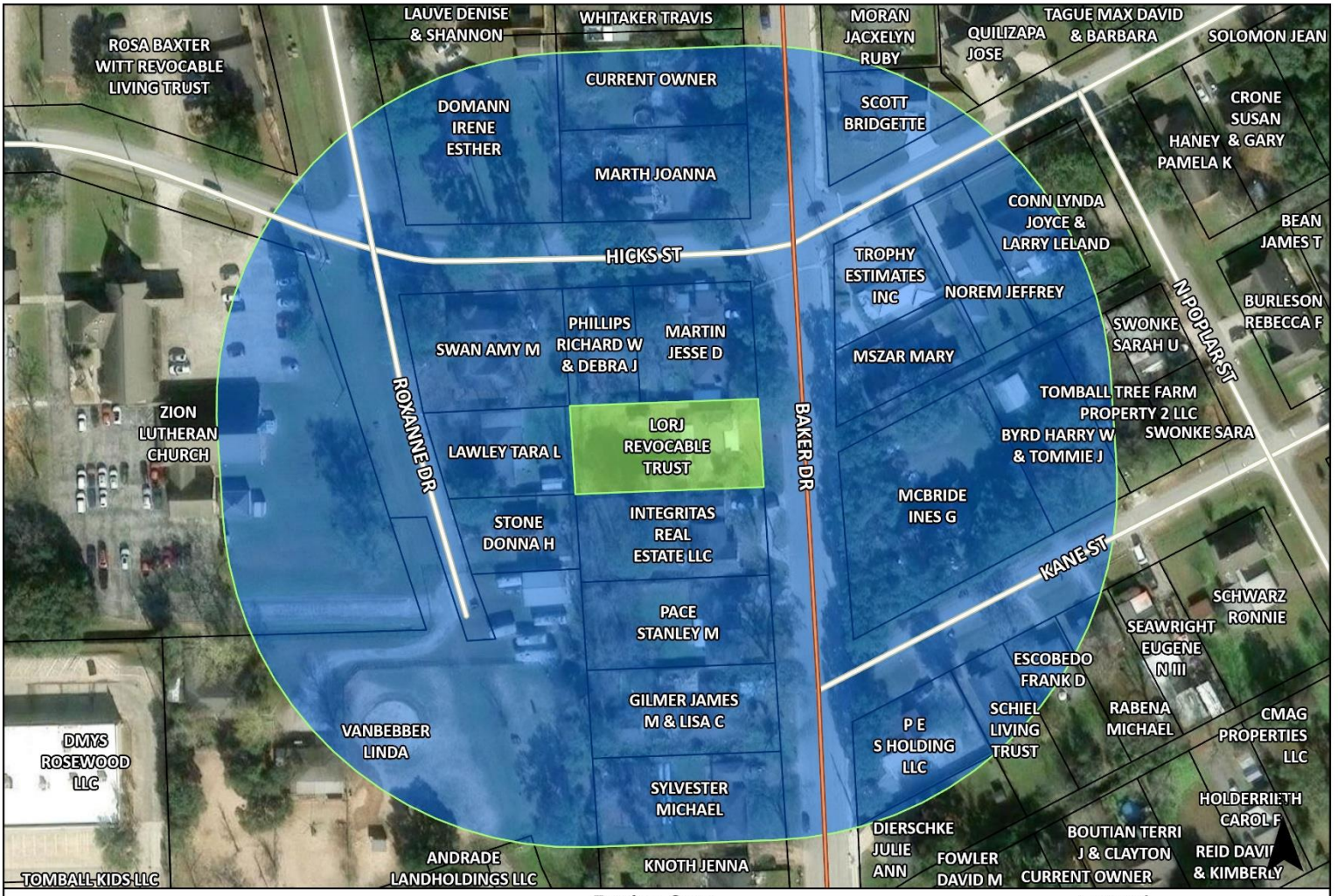
I am in favor ☐ I am opposed ☐

Additional Comments:

Signature: _____

City of Tomball
Community Development Department

Z26-08



From: Planning
Sent: Thursday, September 24, 2026 2:50 PM
To: F E; Planning; Building
Subject: RE: Zoning Change Case Z26-08

Good afternoon,

We can keep your previous response and add it to the new case. If your response is different now knowing that the request is for a different property than what was previously notified for, just let us know and we can remove or change it at that time.

Thanks,

Caleb Mittanck
City Planner
City of Tomball | 501 James Street, Tomball, Texas 77375
(281) 290-1491
cmittanck@tomballtx.gov



Beware of scams asking you for payment. The City of Tomball will never ask you for payment over email. Before paying or clicking any links, please contact the City to verify first.

From: F E <floellis123@gmail.com>
Sent: Thursday, September 24, 2026 1:12 PM
To: Planning <Planning@tomballtx.gov>; Building <building@tomballtx.gov>
Subject: Re: Zoning Change Case Z26-08

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

I understand this case will be on the docket again due to an issue.

Will my prior email still be valid response?

Please advise and thank you,

Florine Ellis 512-917-0791

On Sun, Sep 6, 2026, 2:13 PM F E <floellis123@gmail.com> wrote:

Florine Ellis
415 Baker Drive
Tomball, TX 77375
floellis123@gmail.com
512-917-0791

September 6, 2026

City of Tomball
Community Development Department
Planning & Zoning Commission
401 Market Street
Tomball, TX 77375
RE: Public Comment / **Formal Objection to Zone Change Case Number Z26-08**

Dear Members of the Planning & Zoning Commission,
I am writing to formally log my objection to the proposed zoning change requested under Case Number Z26-08. As a resident deeply invested in the safety, character, and future of our neighborhood, I urge the Commission to deny this request based on the following critical concerns:
Preservation of Residential Character: The 400 block of Baker Drive is a well-established, quiet residential area. Introducing commercial zoning into this specific block directly conflicts with the existing nature of our neighborhood.
Child Safety and Family Welfare: Our block is home to at least 10 children who are school-aged or younger. Transforming this area to allow commercial use introduces unnecessary safety risks to the young families who live and play here.
Sufficient Existing Commercial Alternatives: There is currently ample commercial and office space available for sale or lease nearby, including locations on Village Square Drive and Rudel Road, as well as other established commercial corridors in Tomball. There is no logistical necessity to encroach upon a residential block.
Infrastructure and Traffic Impact: A zoning change will inevitably increase vehicular traffic, congestion, and noise in a neighborhood whose streets are not designed or intended to handle commercial flow.
Community vs. Private Benefit: The Tomball Economic Development Corporation (EDC) is already developing Legacy Square just a few blocks away. That project—which includes a potential 700-seat venue—is designed for the benefit of the entire Tomball community. In contrast, the requested zone change for Case Z26-08 serves only private business interests at the direct expense of local homeowners.
For these reasons, I respectfully ask the Planning & Zoning Commission to protect our neighborhood and **vote to deny Case Number Z26-08**.
Thank you for your time, consideration, and continued service to the City of Tomball.
Sincerely,

Florine Ellis

Outlook

FW: 304 Baker Dr.

From Kimberly Chandler <kchandler@tomballtx.gov>
Date Wed 10/7/2026 9:52 AM
To Erica Soto <esoto@tomballtx.gov>

Another Public Response.

Thank you,

Kim Chandler
City of Tomball
Community Development Coordinator
501 James Street
Tomball, TX 77375
281-290-1405
kchandler@tomballtx.gov

-----Original Message-----
From: Jeremy Griffin <jgriffin@tomballtx.gov>
Sent: Wednesday, October 7, 2026 9:13 AM
To: Kimberly Chandler <kchandler@tomballtx.gov>
Cc: Caleb Mittanck <cmittanck@tomballtx.gov>; Katelyn Seckman <kseckman@tomballtx.gov>
Subject: FW: 304 Baker Dr.

FYI

Regards,
Jeremy Griffin MCP,CBO,FM
Director of Community Development
Main (281) 290-1400
Office (281) 290-1404

-----Original Message-----
From: Jeff Norem <alto5410@yahoo.com>
Sent: Tuesday, October 6, 2026 6:46 PM
To: Jeremy Griffin <jgriffin@tomballtx.gov>
Subject: 304 Baker Dr.

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

This is to inform you that I DO NOT want 304 Baker Dr. to be designated as old town mixed use. I want 304 Baker Dr. to be designated as residential use.

Thank you.

Jeff Norem
705 Hicks St.
Tomball Tx. 77375.
Sent from my iPhone

Outlook

FW: Zoning change for property on corner of Baker and Hicks street in Tomball

From Kimberly Chandler <kchandler@tomballtx.gov>
Date Wed 10/7/2026 9:52 AM
To Erica Soto <esoto@tomballtx.gov>

This may be the same Public Response, or it may be an additional one.

Kim

-----Original Message-----
From: Jeremy Griffin <jgriffin@tomballtx.gov>
Sent: Wednesday, October 7, 2026 9:12 AM
To: Kimberly Chandler <kchandler@tomballtx.gov>
Cc: Caleb Mittanck <cmittanck@tomballtx.gov>; Katelyn Seckman <kseckman@tomballtx.gov>
Subject: FW: Zoning change for property on corner of Baker and Hicks street in Tomball

FYI

Regards,
Jeremy Griffin MCP,CBO,FM
Director of Community Development
Main (281) 290-1400
Office (281) 290-1404

-----Original Message-----
From: Tracie Byrd <Tracie.Byrd@outlook.com>
Sent: Tuesday, October 6, 2026 10:33 PM
To: Harry Byrd <hbyrd3105@att.net>
Cc: Jeremy Griffin <jgriffin@tomballtx.gov>
Subject: Re: Zoning change for property on corner of Baker and Hicks street in Tomball

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

You also own 706 Kane st. I am just a renter. You have to write him on behalf of this house as well please

> On Oct 6, 2026, at 10:16 PM, Harry Byrd <hbyrd3105@att.net> wrote:
>
> My name is Harry Byrd

> 602 N Hickory St
> Tomball, Tx 77375
> Phone 281-799-2645
> I do not support changing that property from residential to town mixed
> use I would like attend the meeting and voice my opinion and reason I
> do not support the change
>
> Harry Byrd resident in my current for 30 years
>
> Sent from my iPhone

Outlook

FW: Protest against allowing 304 Baker Street to go commercial (Old Town Mixed)

From Kimberly Chandler <kchandler@tomballtx.gov>
Date Wed 10/7/2026 9:53 AM
To Erica Soto <esoto@tomballtx.gov>

Below is another Public Response.

Kim

From: Jeremy Griffin <jgriffin@tomballtx.gov>
Sent: Wednesday, October 7, 2026 9:13 AM
To: Kimberly Chandler <kchandler@tomballtx.gov>
Cc: Caleb Mittanck <cmittanck@tomballtx.gov>; Katelyn Seckman <kseckman@tomballtx.gov>
Subject: FW: Protest against allowing 304 Baker Street to go commercial (Old Town Mixed)

FYI

Regards,
Jeremy Griffin MCP,CBO,FM
Director of Community Development
Main (281) 290-1400
Office (281) 290-1404

From: Jean Solomon <jsolomon607@gmail.com>
Sent: Tuesday, October 6, 2026 7:30 PM
To: Jeremy Griffin <jgriffin@tomballtx.gov>
Subject: Protest against allowing 304 Baker Street to go commercial (Old Town Mixed)

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

As a long time Tomball resident who worked hard to get zoning passed for our town, I am firmly against changing the status of 302 Baker from residential to Old Town Mixed. We worked very hard to get zoning passed so that our town would remain a family-friendly place to live. There are plenty of vacant commercial venues available in town for this business and many others to locate. I fear that allowing one business into a neighborhood will domino into many businesses invading and thus destroying our quiet neighborhoods.

Thank you for your consideration and desire to keep Tomball a friendly, family-friendly place to live. Vote **against** rezoning this property.

Jean Solomon
607 Hicks
Tomball, Tx 77375
281.793.1491

Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: October 12, 2026
City Council Public Hearing Date: October 19, 2026

Rezoning Case: Z26-08

Property Owner(s): Wendy Kaiser

Applicant(s): Wendy Kaiser

Legal Description: Request by Wendy Kaiser to consider a zone change from the Single-Family Residential (SF-6) zoning district to the Old Town (OT) zoning district on Lot 22S of the Baker Unrecorded Plat, one lot containing approximately 0.29 acres of land, situated in the J House Survey, Abstract 34, located south of the southwest intersection of Hicks Street and Baker Drive (304 Baker Drive).

Location: 304 Baker Drive (Exhibit "A")

Area: 0.29 acres

Comp Plan Designation: Low Density Residential (Exhibit "B")

Present Zoning: Single Family Residential (SF-6) (Exhibit "C")

Request: Rezone from the Single Family Residential (SF-6) District to the Old Town District

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	Single Family Residential (SF-6)	Residential
South	Single Family Residential (SF-6)	Residential
East	Single Family Residential (SF-6) and General Retail (GR)	Residential
West	Single Family Residential (SF-6)	Residential

BACKGROUND

The subject property has been within the City of Tomball's Single Family Residential (SF-6) zoning district since the adoption of zoning in February 2008. The applicant's request aims to allow for residential and/or professional office.

ANALYSIS

Comprehensive Plan Analysis: The property is designated as "Low Density Residential" by the Comprehensive Plan's Future Land Use Map. The Low-Density Residential designation is intended for suburban-style single-family detached homes in a traditional neighborhood pattern. Appropriate land uses include single-family detached homes, parks and green spaces, schools, public facilities, and accessory dwelling units.

Staff Review Comments: The Old Town (OT) zoning district supports a mix of residential and commercial uses and is intended to integrate into existing residential areas by supporting residential land uses as well as low-intensity commercial. The request to rezone the subject property to Old Town is generally not conforming with the Future Land Use Plan. Baker Drive is identified by the Major Thoroughfare Plan as an "Existing Collector" street which is intended to support more service and traffic than a "Local" street. The applicant is requesting the zone change to utilize the property for office and/or residential uses.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on September 22, 2026. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

EXHIBITS

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

Exhibit "A"
Aerial Location Map



Exhibit "B"
Future Land Use Plan

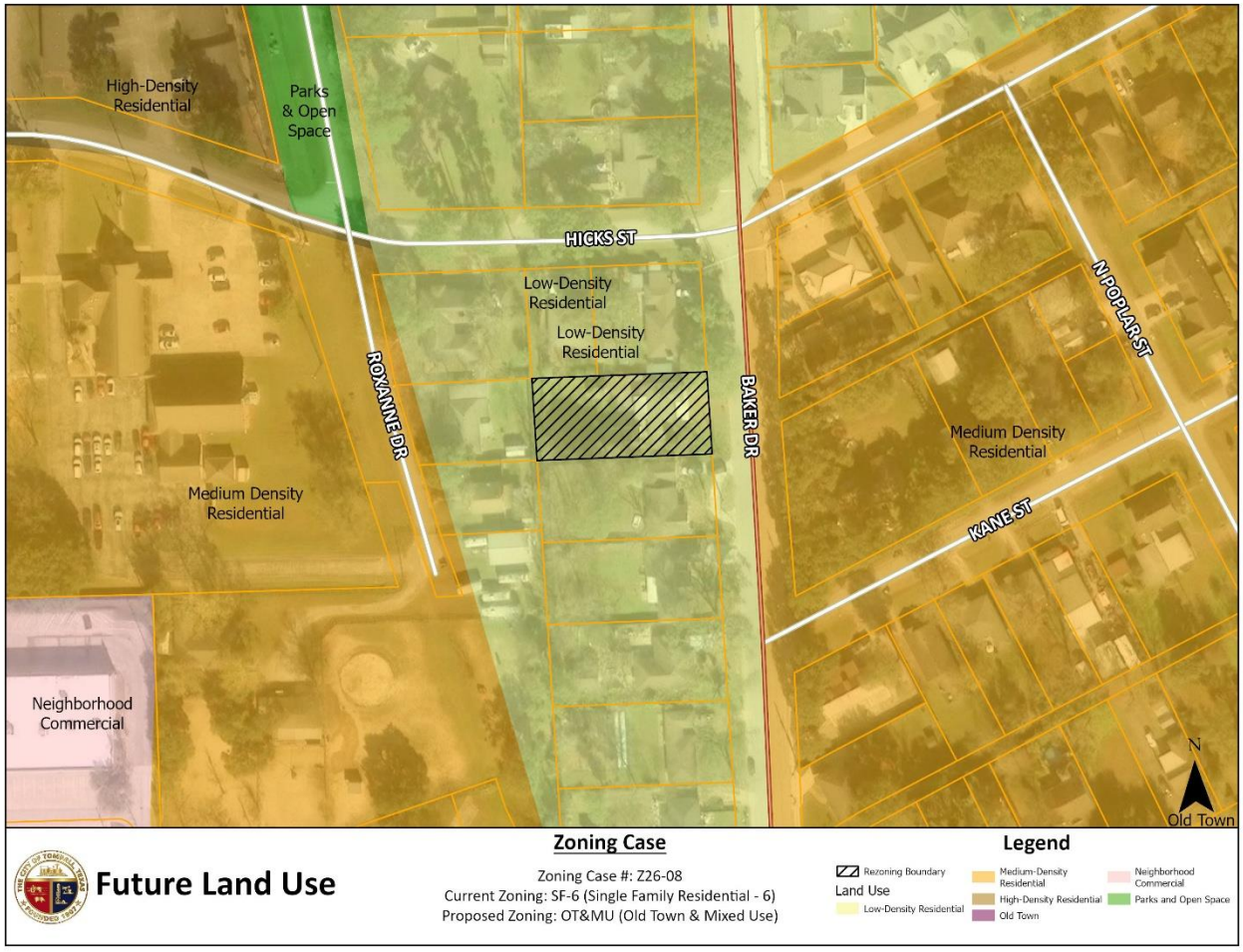


Exhibit "C"
Zoning Map

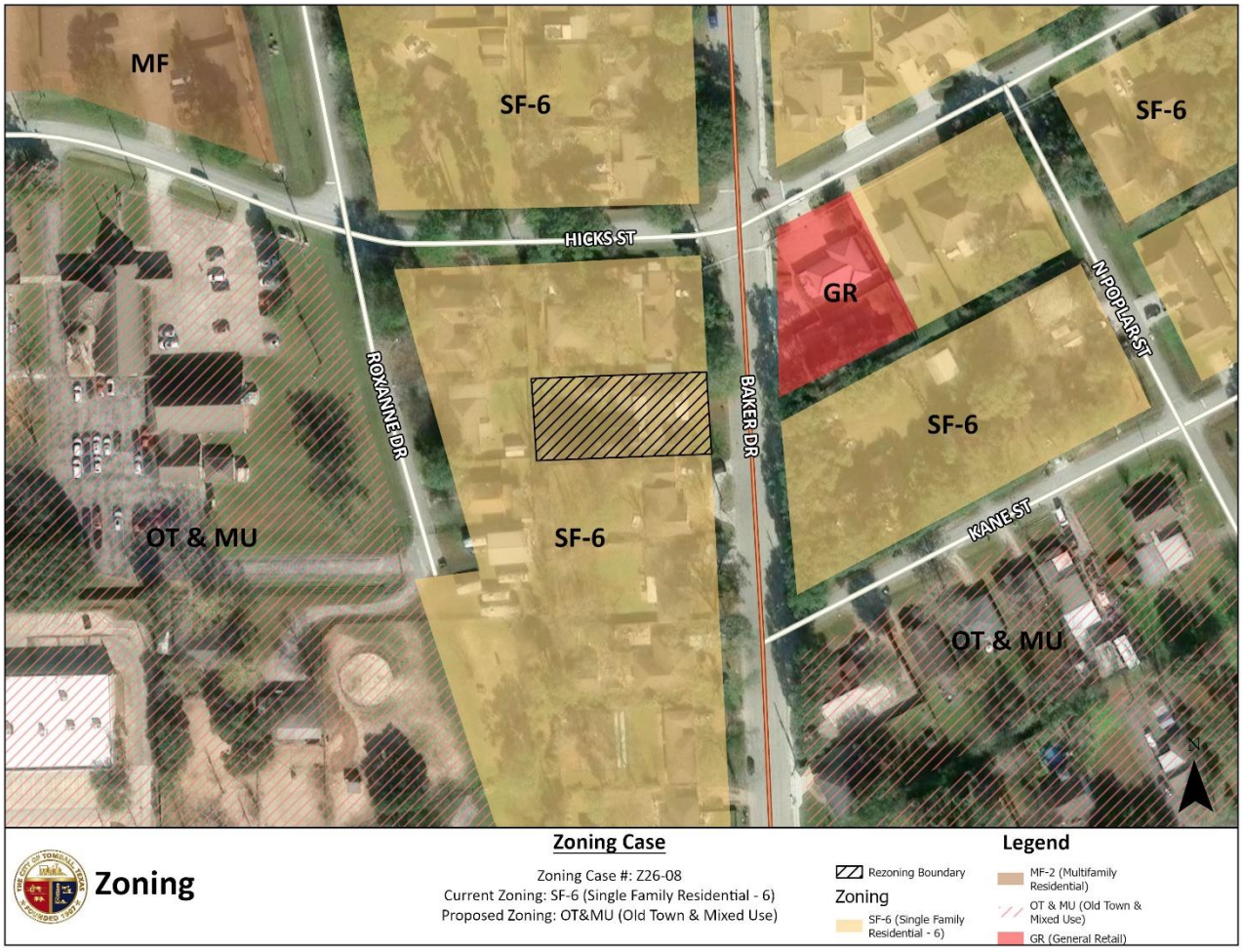


Exhibit "D"
Site Photo(s)

Subject Property (West)



Neighbor (South)



Neighbor (East)



Neighbor (North)



Exhibit "E"
Rezoning Application

Revised: 08/25/2023

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

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

FEES: Must be paid at time of submission or application will not be processed.

- $1,000.00 fee for requests to rezone to standard zoning districts
- $1,500.00 fee for request to rezone to Planned Development districts.

DIGITAL APPLICATION SUBMITTALS:
PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV
WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant
Name: Wendy Kaiser Title: Owner
Mailing Address: 304 Baker Dr City: Tomball State: TX
Zip: 77375 Contact: Wendy Kaiser
Phone: (281) 7058631 Email: prettyinpink68@yahoo.com

Owner
Name: Wendy Kaiser Title: owner
Mailing Address: 22820 Tuwa Road City: Tomball State: TX
Zip: 77375 Contact: Wendy Kaiser
Phone: (281) 7058631 Email: prettyinpink68@yahoo.com

Engineer/Surveyor (if applicable)
Name: Title:
Mailing Address: City: State:
Zip: Contact:
Phone: (____) Fax: (____) Email:

Description of Proposed Project:

Physical Location of Property: Rezoning request from SF-20 to OT-Mixed Use
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Lot 22S, Baker U/R Abst 34 J House
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (OT & MU) : Old Town & Mixed Use

Current Use of Property: Residential Use

Proposed Zoning District: (OT & MU) : Old Town & Mixed Use

Proposed Use of Property: Availability for Residential or professional office

HCAD Identification Number: 0402700010085 Acreage: 12000 SF

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

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

X Wendy Kaiser 7/18/26

Signature of Applicant **Date**

X Wendy Kaiser 7/18/26

Signature of Owner **Date**

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:
Conduct a public hearing and consideration to approve **Zoning Case Z26-010**: Request by Luke and Michelle Tamez to consider a zone change from the Single-Family Residential (SF-6) zoning district to the Old Town (OT) zoning district on Lots 23 and 24 of Block 29 situated within the Revised Map of Tomball; two lots containing approximately 0.16 acres of land located at the northeast intersection of South Cherry Street and McPhail Street (208 McPhail Street).

Adopt, on First Reading, Ordinance No. 2026-43, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.16 acres of land situated within the Revised Map of Tomball from the Single-Family Residential (SF-6) zoning district to the Old Town (OT) zoning district on Lots 23 and 24 of Block 29. The property is located at the northeast intersection of South Cherry Street and McPhail Street (208 McPhail Street). The applicant is requesting to utilize the property as a real estate office, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

Origination: Luke and Michelle Tamez

Recommendation:

Party(ies) responsible for placing this item on agenda: Caleb Mittanck (City Planner)

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. 2026-43

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 0.16 ACRES OF LAND SITUATED WITHIN THE REVISED MAP OF TOMBALL FROM THE SINGLE-FAMILY RESIDENTIAL (SF-6) ZONING DISTRICT TO THE OLD TOWN (OT) ZONING DISTRICT ON LOTS 23 AND 24 OF BLOCK 29. THE PROPERTY IS LOCATED AT THE NORTHEAST INTERSECTION OF SOUTH CHERRY STREET AND MCPHAIL STREET (208 MCPHAIL STREET). THE APPLICANT IS REQUESTING TO UTILIZE THE PROPERTY AS A REAL ESTATE OFFICE, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Luke and Michelle Tamez, have requested to amend the Tomball Code of Ordinances, by rezoning approximately 0.16 acres of land situated within the Revised Map of Tomball from the Single-Family Residential (SF-6) zoning district to the Old Town (OT) zoning district on Lots 23 and 24 of Block 29; and

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

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

Whereas, the City Council deems it appropriate to grant a rezoning to the Old Town (OT) District.

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

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

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

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

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

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

FIRST READING:

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

COUNCILMAN MICHNA	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

SECOND READING:

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

COUNCILMAN MICHNA	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

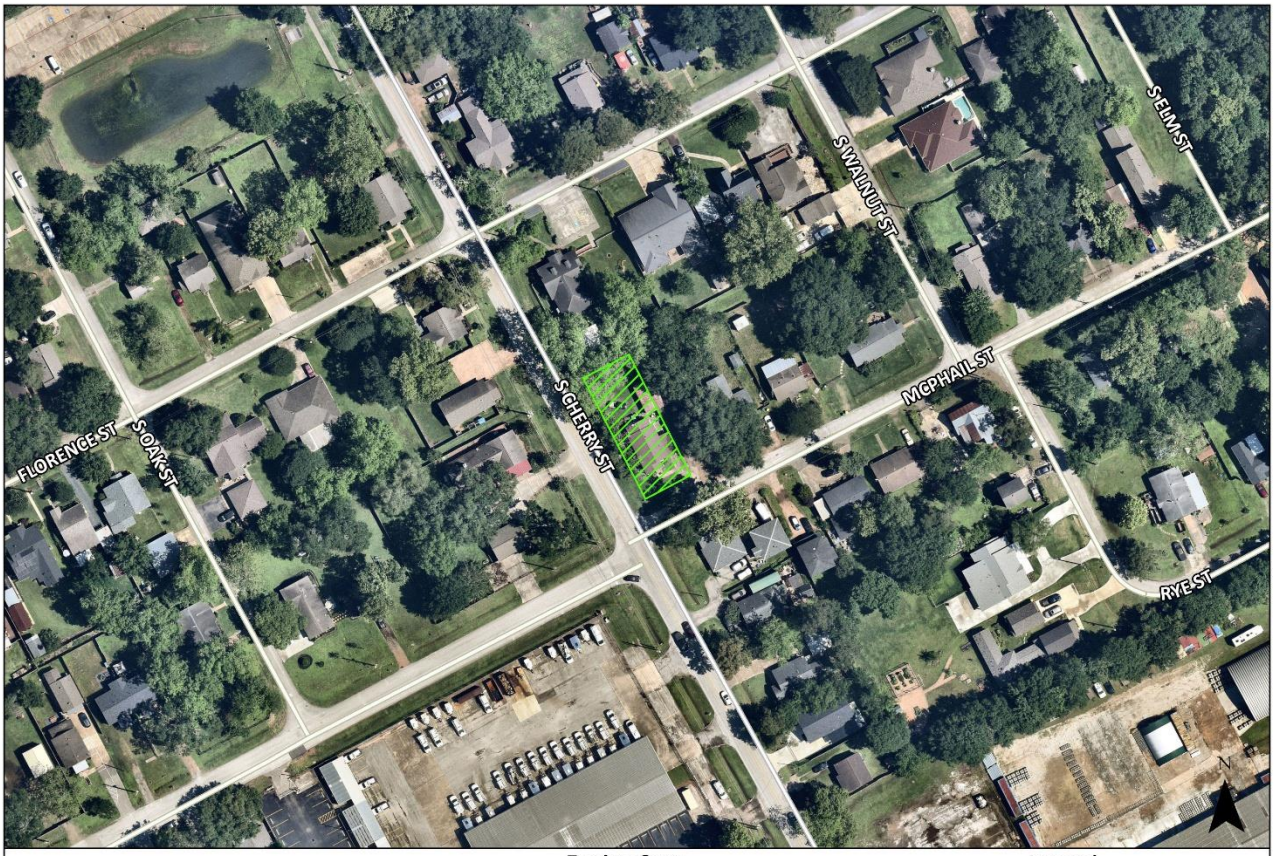
_____
LORI KLEIN QUINN, Mayor

ATTEST:

_____
Thomas Harris III
City Secretary

Exhibit “A”

Location: 208 McPhail Street, within the City of Tomball, Harris County, Texas.



NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
OCTOBER 12, 2026
&
CITY COUNCIL
OCTOBER 19, 2026

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 12, 2026, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, October 19, 2026, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

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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 6th day of October 2026 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

Caleb Mittanck
Caleb Mittanck
City Planner

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

City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z26-10 **9/21/2026**

The Planning & Zoning Commission will hold a public hearing on **October 12, 2026 at 6:00 PM,** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Luke and Michelle Tamez to consider a zone change from Single Family Residential (SF-6) to Old Town (OT) for Lots 23 and 24, Block 29, Revised Map of Tomball, containing approximately 0.16 acres of land, located at 208 McPhail Street, Tomball, Texas.

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

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning.** The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **October 19, 2026 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact the Planning Division, by telephone (281-290-1491) or by email address planning@tomballtx.gov.

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

CASE #: Z26-10
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name:
Parcel I.D.:
Address:

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

Email: planning@tomballtx.gov

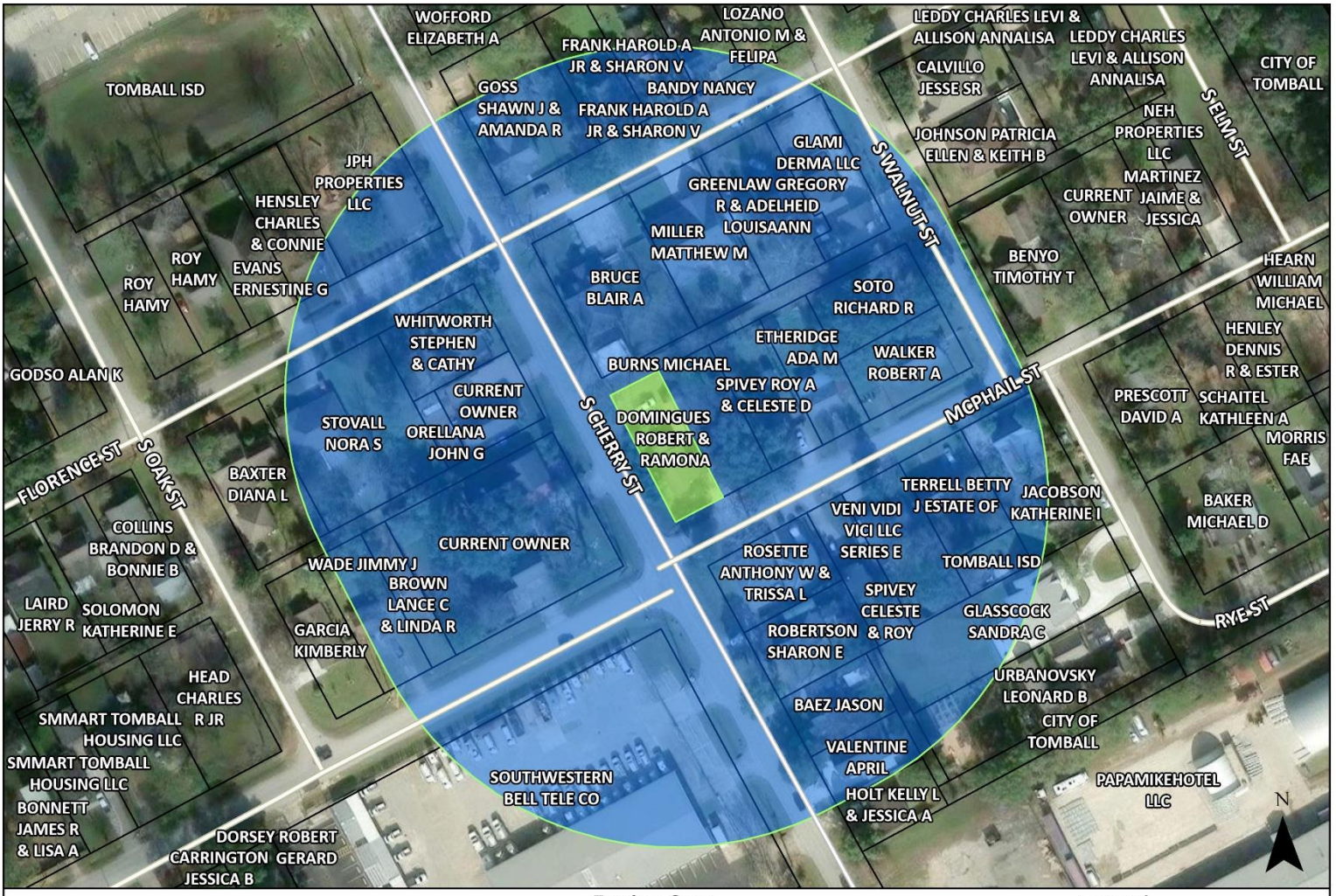
I am in favor ☐ I am opposed ☐

Additional Comments:

Signature: _____

City of Tomball
Community Development Department

Z26-10



Notification Boundary

Zoning Case

Zoning Case #: Z26-10
Current Zoning: SF-6 (Single Family Residential - 6)
Proposed Zoning: OT&MU (Old Town & Mixed Use)

Legend

Rezoning Boundary
300' Notification Boundary

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

CASE #: Z26-10

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

Name: DOMINGUES ROBERT & RAMONA
Parcel I.D.: 0352630290040
Address: 208 MCPHAIL ST

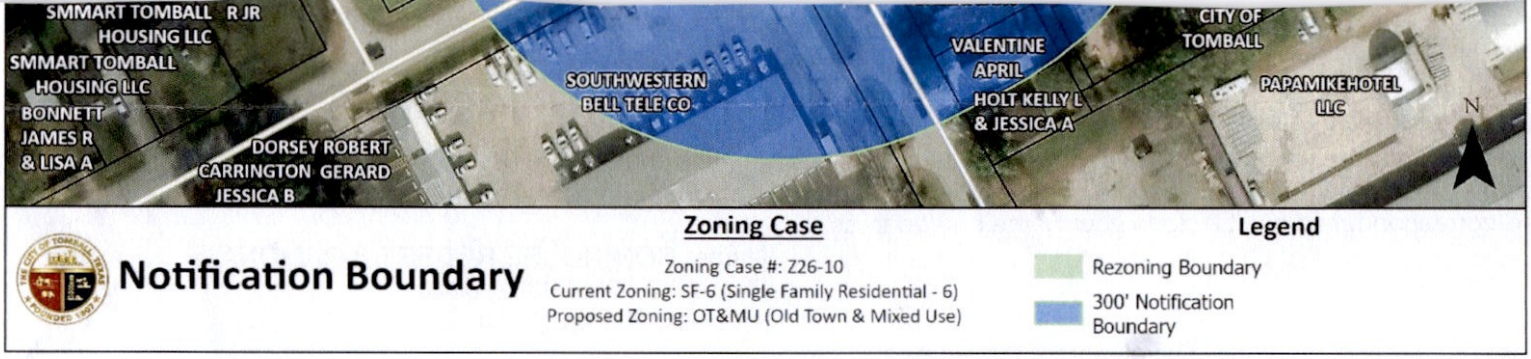
Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: planning@tomballtx.gov

I am in favor ☒ I am opposed ☐

Additional Comments:

Signature: R Dom



Notification Boundary

Zoning Case

Zoning Case #: Z26-10
Current Zoning: SF-6 (Single Family Residential - 6)
Proposed Zoning: OT&MU (Old Town & Mixed Use)

Legend

- Rezoning Boundary
- 300' Notification Boundary

City of Tomball
Community Development Department

STOVALL NORA S
307 FLORENCE ST
TOMBALL,TX 77375-4619

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z26-10 **9/21/2026**

The Planning & Zoning Commission will hold a public hearing on **October 12, 2026 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Luke and Michelle Tamez to consider a zone change from Single Family Residential (SF-6) to Old Town (OT) for Lots 23 and 24, Block 29, Revised Map of Tomball, containing approximately 0.16 acres of land, located at 208 McPhail Street, Tomball, Texas.

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

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning.** The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **October 19, 2026 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact the Planning Division, by telephone (281-290-1491) or by email address planning@tomballtx.gov.

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

CASE #: Z26-10
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: STOVALL NORA S
Parcel I.D.: 0352630300028
Address: 307 FLORENCE ST

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

Email: planning@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature: Nora S. Stovall

Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: October 12, 2026
City Council Public Hearing Date: October 19, 2026

Rezoning Case: Z26-10

Property Owner(s): Robert and Ramona Domingues

Applicant(s): Luke and Michelle Tamez

Legal Description: Request by Luke and Michelle Tamez to consider a zone change from the Single-Family Residential (SF-6) zoning district to the Old Town (OT) zoning district on Lots 23 and 24 of Block 29 situated within the Revised Map of Tomball; two lots containing approximately 0.16 acres of land located at the northeast intersection of South Cherry Street and McPhail Street (208 McPhail Street).

Location: 208 McPhail Street (Exhibit "A")

Area: 0.16 acres

Comp Plan Designation: Medium- Density Residential (Exhibit "B")

Present Zoning: Single-Family Residential (SF-6) (Exhibit "C")

Request: Rezone from Single-Family Residential (SF-6) to Old Town (OT)

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North	Single-Family Residential (SF-6)	Residential
South	Single-Family Residential (SF-6)	Residential
East	Single-Family Residential (SF-6)	Residential
West	Single-Family Residential (SF-6)	Residential

BACKGROUND

The subject property has been within the City of Tomball's Single Family Residential (SF-6) zoning district since the adoption of zoning in February 2008. The applicant's request aims to allow for a commercial real estate brokerage office.

ANALYSIS

Comprehensive Plan Analysis: The property is designated as "Medium-Density Residential" by the Comprehensive Plan's Future Land Use Map. The Medium-Density Residential designation is intended promote housing diversity and affordability to serve a range of local employment types, income levels, and age brackets. Appropriate land uses include duplexes, quadplexes, single-family detached homes, single-family attached homes, patio homes, parks, and schools.

Staff Review Comments: The Old Town (OT) zoning district supports a mix of residential and commercial uses and is intended to integrate into existing residential areas by supporting residential land uses as well as low-intensity commercial. The request to rezone the subject property to Old Town is generally not conforming with the Future Land Use Plan. South Cherry Street is designated by the Major Thoroughfare Plan as an "Existing Minor Arterial" street which is intended for residential and commercial traffic being directed to "Major Arterial" streets. The applicant is proposing to utilize the existing building for a real estate brokerage office.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on September 22, 2026. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

EXHIBITS

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

Exhibit "A"
Aerial Location Map



Location

Zoning Case

Zoning Case #: Z26-10
Current Zoning: SF-6 (Single Family Residential - 6)
Proposed Zoning: OT&MU (Old Town & Mixed Use)

Legend

Rezoning Boundary

Exhibit "B"
Future Land Use Plan

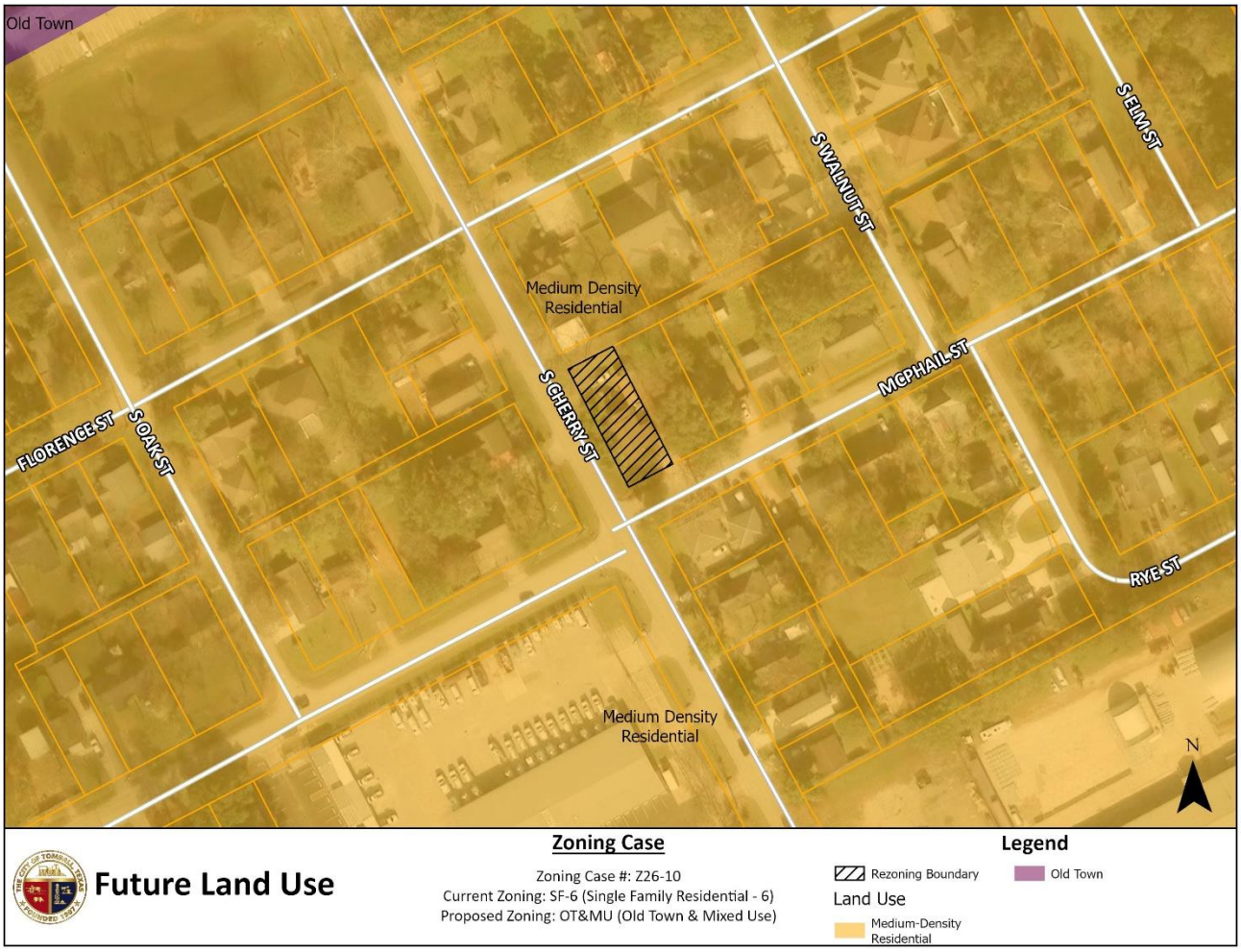


Exhibit "C"
Zoning Map



Exhibit "D"
Site Photo(s)

Subject Property (North)



Neighbor (South)



Neighbor (West)



Neighbor (East)



Exhibit "E"
Rezoning Application

Revised: 08/25/2023

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

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

FEES: Must be paid at time of submission or application will not be processed.

- $1,000.00 fee for requests to rezone to standard zoning districts
- $1,500.00 fee for request to rezone to Planned Development districts.

DIGITAL APPLICATION SUBMITTALS:
PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV
WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant
Name: Luke Tamez & Michelle Tamez Title: Applicant
Mailing Address: 12002 Lucky Meadow Dr City: Tomball State: TX
Zip: 77375 Contact: Luke Tamez
Phone: (346) 273- 7800 Email: tamezluke@gmail.com

Owner
Name: ROBERT DOMINGUES & RAMONA DOMINGUES Title: Owners
Mailing Address: 208 Mcphail St City: Tomball State: TX
Zip: 77375 Contact: RAMONA DOMINGUES
Phone: (832) 640-4150 Email: Monadomingues@gmail.com

Engineer/Surveyor (if applicable)
Name: Precision Surveyors Title: Professional Land Surveyor
Mailing Address: 950 Threadneedle St #150 City: Houston State: TX
Zip: 77079 Contact: James P Walkoviak
Phone: (281) 496-1867 Fax: (____) _____ Email: _____

Description of Proposed Project: Rezoning for a Commercial Real Estate Brokerage office.

Physical Location of Property: Corner on Mcphail & Cherry St.
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: LTS 23 & 24 BLK 29 TOMBALL
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (SF-6) : Single Family Residential 6

Current Use of Property: Single Family Residence

Proposed Zoning District: (SF-6) : Single Family Residential 6

Proposed Use of Property: Commercial Use- Old Town Zoning

HCAD Identification Number: 0352630290040 Acreage: 0.1606979

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

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

X DocuSigned by: Signed by: 8/31/2026

Signature of Applicant **Date**

X Authentisign Robert C Domingues Authentisign Ramona Domingues 08/31/26

Signature of Owner **Date**

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Approve the purchase of vehicles, parts, and materials from Parkway Chevrolet, Inc. through Buyboard Cooperative Purchasing (Contract #724-23) for a not-to-exceed amount of $117,500, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. These expenditures are included in the FY 2026-2027 Budget.

Background:

As part of the 2026–2027 budget process, the following city vehicles were identified and approved for replacement due to age, high mileage, and ongoing mechanical issues:

- U-42 Van: 2017 Dodge Van to be replaced with a Chevrolet Colorado.
- 20-132: 2020 Chevrolet 2500 Duty Truck to be replaced with a Chevrolet 2500 Duty Truck.

The two vehicles have experienced repeated maintenance issues and have reached the end of their service life.

These vehicle replacements were reviewed and approved as part of the adopted 2026–2027 budget. The table below identifies the vehicles and parts to be purchased.

Item	Amount	Budget
Chevrolet Colorado	$36,000	$44,000
Silverado 2500/Service Body	$61,500	$69,500
Parts for all City Vehicles	$20,000	$20,000
Total	**$117,500**	**$133,500**

Staff is requesting approval of the expenditure request for a not-to-exceed amount of $117,500 for the purchase of the replacement vehicles and upfit.

Origination: Public Works

Recommendation:

Staff recommends approving the purchase of vehicles from Parkway Chevrolet, Inc. through Buyboard Cooperative Purchasing (Contract #724-23) for a not-to-exceed amount of $117,500.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: #650-652-6405

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

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

QUOTE

Parkway Chevrolet, Inc.

QUOTE#CTCOLO
DATE:08/27/2026

25500 SH 249, Tomball, TX 77375
Colleen Fal 832-515-2408 cfal@parkwayfamily.com

U-42 Van Replacement

TO: CITY OF TOMBALL

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Colleen Fal	COLORADO		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	2026 White Chevrolet Colorado 2WD	34,640.00	34,640.00
	This unit will be on the lot soon and can't hold it without a signed quote		
1	BuyBoard Fee: Contract# 724-23	400.00	400.00
		TOTAL	$35,040.00

QUOTE

Parkway Chevrolet, Inc.

QUOTE#CTDB25
DATE:08/27/2026

25500 SH 249, Tomball, TX 77375
Colleen Fal 832-515-2408 cfal@parkwayfamily.com

20-132 Replacement
with flip top service body.

TO: CITY OF TOMBALL

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Colleen Fal	DBL SB		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	2026 White Chevrolet Silverado 2500 2WD Double Cab	46,940.00	46,940.00
1	Knapheide Service Body Fliptop	14,650.00	14,650.00
1	BuyBoard Fee: Contract# 724-23	400.00	400.00
		TOTAL	$61,490.00

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 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. 551.074 – Personnel Matters: To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager, City Attorney, and Chief of Police.

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Thomas Harris III, City Secretary

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 5, 2026

Topic:
Approve the expenditure of greater than $100,000 with Olson & Olson L.L.P, for legal services, the total not-to-exceed amount to $150,000.00 approve the expenditure of funds thereof and authorize the City Manager to execute any and all documents related to the expenditure. This expenditure is included in the FY 2026-2027 budget.

Background:
Th expenditure will cover ongoing legal services as outlined in the General Engagement letter with Olson & Olson L.L.P

This expenditure was allocated in the FY 2026-2027 budget.

Origination: City Secretary, Thomas Harris III

Recommendation:

The City Manager will be authorized to sign any necessary documents related to the expenditure, ensuring that all legal formalities are handled smoothly.

Party(ies) responsible for placing this item on agenda: Thomas Harris III, City Secretary

FUNDING (IF APPLICABLE)

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

Yes: X No: ____ If yes, specify Account Number: #100-118-6303

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

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

OLSON & OLSON LLP
ATTORNEYS AT LAW

October 12, 2026

Via email*: *desquivel@tomballtx.gov

David Esquivel
City Manager
City of Tomball
401 Market Street
Tomball, Texas 77375

Re: Engagement of Olson & Olson, L.L.P. by the City of Tomball, Texas for General Legal Services

Dear Mr. Esquivel:

Olson & Olson, L.L.P. (the "Firm") would be pleased to represent and provide legal services to the City of Tomball, Texas (the "City") under the terms and conditions set out in this engagement letter (the "General Engagement Letter"), and as may be further specified in connection with specific assignments that the City may make to the Firm.

The Firm agrees to provide legal services under the following general conditions which shall be applicable to any services the Firm provides to the City during the term of this General Engagement Letter. The legal services shall include, but are not limited to, the following:

a. Attend City Council meetings;
b. Prepare and review documents, including contracts, to be considered by City Council;
c. Provide legal advice to the City on an ongoing basis, as required;
d. Prepare deeds, easements, and other documents necessary for the City's day-to-day business;
e. Provide legal advice regarding personnel matters;
f. Represent the City, City Council, and its employees in state and federal court cases and/or administrative proceedings; and
g. Such other matters as City Council or the Mayor may request.

1. Fees for the Firm's Services.

The fees for the Firm's services will be determined by the actual time expended by our lawyers and other professional staff in providing such services. We will bill the City for such on an hourly basis at rates consistent with rates charged to other clients for similar services.

The hourly rates shall be as provided in **Exhibit A** attached, except to the extent different hourly rates are specified for a particular assignment in a separate assignment letter or a modification of the rates shown in Exhibit A is approved, in writing, by the City.

The Firm will bill the City monthly as the services are performed. The City will also be responsible for reimbursing the Firm for all reasonable and necessary expenses incurred by the Firm on the City's behalf, including fees for the services of court reporters, court filing fees, copying services, and similar expenses. The Firm will provide the City with a monthly invoice detailing the services performed and the expenses incurred. The City will be responsible for paying those invoices within 30 days of receipt.

The Firm will maintain contemporaneous records of the time devoted to the City's work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on the City's behalf, and other related matters. The Firm will record and bill time in units of one-tenth of an hour.

2. Professional Liability Insurance.

The Firm agrees to maintain professional liability insurance coverage, at all times, for the services it provides to the City under this General Engagement Letter detailed in **Exhibit B** attached hereto.

3. Termination.

The City may terminate this engagement at any time, and payment will only be required for services performed and expenses incurred prior to the date of termination. Provided, however, if the Firm is representing the City in litigation that is ongoing at the time of termination, termination shall not be effective until the City has designated another lawyer or law firm to replace the Firm, in representing the City's interests. Upon termination, the Firm will immediately

make its files on such matter available to the City or any other person that the City may designate.

4. Choice of law.

All rights and obligations arising under this General Engagement Letter shall be governed by the laws of the State of Texas, with venue in Harris County, Texas.

5. Cooperation and communication.

The Firm agrees it will keep the City fully advised of all significant developments and will provide the City such written reports on the status of the matters it is handling as may be requested by the City. The City agrees to cooperate fully with the Firm in connection with the Firm's provision of legal services, and to promptly provide all material information known or available to the City that is necessary to the Firm's legal representation of the City. The City agrees to keep the Firm informed on a timely basis of all developments relating to the representation that are or might be important. The City agrees to attend meetings, conferences and proceedings when it is reasonable to do so.

6. File retention policy.

The Firm will maintain its own files, including lawyer work product, pertaining to the representation of the City but it will remain the City's responsibility to maintain such originals or copies of documents as are necessary to meet the City's legal obligations and management needs. The Firm will, at the City's reasonable request, provide copies of any documents that it retains, to the extent such documents have not been discarded in accordance with the Firm's document retention policies.

7. Potential conflicts of interest.

The Firm is committed to the representation of the interests of local governmental entities and their officers and officials and does not believe conflicts are likely to arise. However, when considering whether to accept an assignment under this General Engagement Letter, the Firm will undertake reasonable efforts to determine whether there are any potential conflicts of interest that would bar its lawyers from representing the City and will decline the assignment if any conflicts are discovered.

8. Texas Lawyer's Creed and Attorney Complaint Information.

Attached as **Exhibit C** is a copy of the Texas Lawyers Creed. The Firm encourages its lawyers to practice law in a professional and responsible manner as outlined in the Creed.

A brochure entitled "Attorney Complaint Information" is available at our offices and upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900.

We trust that this proposal will be satisfactory to you. If so, please sign below and return to the undersigned. If you need any additional information, please notify us and we will provide it to you.

Sincerely,

OLSON & OLSON, L.L.P.

Loren B. Smith
Partner

ACCEPTED:

CITY OF TOMBALL, TEXAS

_____ _____

David Esquivel, City Manager Date

ATTACHMENTS:

Exhibit A	Hourly Rates
Exhibit B	Liability Insurance Requirements
Exhibit C	Texas Lawyer's Creed

EXHIBIT A

OLSON & OLSON, L.L.P. BILLING RATES

Attorney	Rate
Andrea Chan	$315/hr
Brian J. Begle	$315/hr
Charles Williams	$315/hr
Eileen Begle	$315/hr
John J. Hightower	$315/hr
Loren B. Smith	$315/hr
Scott Bounds	$315/hr
Allison S. Killian	$300/hr
Brandon Davis	$300/hr
David W. Olson	$300/hr
Bridgette A. Begle	$230/hr
Daniel Sylvia	$230/hr
Jeffrey Lubritz	$230/hr
Joseph Hays	$230/hr
Philip Boedeker	$230/hr
Tommy Ramsey	$230/hr
Paralegals/Law Clerks	$135/hr

EXHIBIT B

INSURANCE REQUIREMENTS

The firm shall procure and maintain, with respect to the subject matter of this Agreement, appropriate insurance coverage with limits to cover the firm's liability as may arise directly or indirectly, from work performed under the terms of this Agreement. A current certificate of liability insurance will be submitted to the Purchasing Office.

Policy Requirements

The firm and all subcontractors performing work for it under this Agreement shall furnish a completed insurance certificate to the City prior to the event, which shall be completed by an agent authorized to bind the named underwriter(s) for coverage, limits, and termination provisions shown thereon, and which shall contain the following:

Professional Liability (Errors and Omissions): Coverage Amount $2,000,000 per occurrence and $2,000,000 annual aggregate.

The City shall be entitled, upon request and without expense, to receive copies of the certificate of insurance and the required policies and endorsements.

(a) The firm shall notify the City of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The firm shall provide a replacement Certificate of Insurance prior to such change or cancellation;

(b) Provide for notice to the City at the address shown in this Agreement; and

(c) The firm agrees to waive all of its officers, employees, agents, assigns, and successors' rights of subrogation against the City, its officers, employees, and elected representatives for injuries, death, property damage, or other loss covered by insurance and the Firm will provide a waiver of subrogation endorsement against the City.

COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY'S PURCHASING AND RISK MANAGEMENT DEPARTMENT AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.

EXHIBIT C

The Texas Lawyer's Creed

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

Our Legal System

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."

2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.

3. I commit myself to an adequate and effective pro bono program.

4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.

5. I will always be conscious of my duty to the judicial system.

Lawyer to Client

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.

EXHIBIT C

2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.

3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.

4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.

6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

Lawyer to Lawyer

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous

observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

EXHIBIT C

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

EXHIBIT C

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

Lawyer and Judge

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 19, 2026

Topic:

Consideration of and action on the City Manager's appointment of Shon Davis to Chief of Police.

Background:

As required under our Home Rule Charter, Sec. 7.03, the City Manager appoints Chief of Police Chief.

I have full faith that Shon will be a great asset to our city and the Police Department.

Origination: David Esquivel, City Manager

Recommendation:

Approve the Appointment of Thomas Harris.

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