

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



**Monday, January 15, 2024  
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, January 15, 2024 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 890 9328 2287 Passcode: 566545. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

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

E. Presentations

**1. Presentations:**

Employees of the Year – Chris Burns and Jared Smith

Salt Grass Chapter Municipal Clerk of The Year 2023 – Tracylynn Garcia

F. Reports and Announcements

1. Announcements

**I.** **Upcoming Events:**

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

January 27, 2024 – HCSO Jr Posse 9:00 am – 10:30 am @ Depot

February 16, 2024 - Last day to apply for place on ballot for the May 4, 2024 General Election

February 20, 2024 – Tomball Trail Ride (SHTR) 12:00 pm – 2:00 pm @ Depot

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

1. Approve the Minutes of the January 2, 2024, Regular City Council meeting.

2. Approve Resoluton No. 2024-02, a Resolution and Order of the City Council of the City of Tomball, Texas, Ordering a Regular City Officer's Election, to be Held in the City of Tomball on Saturday, May 4, 2024; Designating the Polling Places and Appointing Election Officials for Such Election; Directing the Giving of Notice of Such Election; Designating the Date for a Runoff Election if Needed; and Providing Details Relating to the Holding of Such Election

Aprobar la Resolución Nro. 2024-02, una Resolución y Orden del Consejo Municipal de la Ciudad de Tomball Texas, Ordenando una Elección Regular de Funcionarios Municipales a Celebrarse el sábado 4 de mayo de 2024; Designando los Lugares de Votación y Nombrando a los Oficiales Electorales de tal Elección; Instruyendo que se Notifique Sobre esta Elección; Designando la Fecha de una Elección de Desempate de ser Necesaria; y Proporcionando Detalles Referentes a la Celebración de Tal Elección.

批准決議案編號2024-02，為一德克薩斯州 Tomball市市議會決議及指示  
特指示一市府官員普選 其將於2024年5月4日，星期六在Tomball市召開；並已為此選舉指定  
投票所地點以及指派選舉官員；指導發出本選舉之選舉通知；如需要 將指定決選日期；以及提  
供所有與召開本選舉相關的細節

Chấp thuận Nghị Quyết số 2024-02, một Nghị Quyết và Sắc Lệnh của Hội Đồng  
Thành Phố Tomball, Texas, Yêu Cầu một Cuộc Bầu Cử Viên Chức Thường Lệ sẽ  
được tổ chức tại Thành Phố Tomball vào Thứ Bảy, ngày 4 tháng Năm, 2024; Chỉ  
định các Địa Điểm Bỏ Phiếu và Chỉ Định các Viên Chức Bầu Cử cho Cuộc Bầu  
Cử đó; Hướng Dẫn việc Đưa Ra Thông Báo của Cuộc Bầu Cử đó; Chỉ Định Ngày  
Bầu Cử Chung Cuộc nếu cần; và Đưa Ra các Chi Tiết có Liên Quan đến việc Tổ  
Chức Cuộc Bầu Cử đó

3. Approve the expenditure of \$52,421.60 for CrowdStrike Falcon Complete annual subscription from CyberOne (DIR-4321) and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.
4. Approve a Professional Services Agreement with Oller Engineering, Inc. for the design of a sidewalk along Baker Drive from FM 2920 to Hicks Street, Project Number 2024-10003, for a not-to-exceed amount of \$69,740, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This amount is included in the fiscal year 2023-2024 budget as a Capital Improvement Project.
5. Approve the City Manager to execute the necessary documents for a grant application from Firehouse Subs, in an amount not to exceed \$12,000, for the purchase of a Fire Prevention and Education Smokehouse.
6. Approve a purchase from K2 Controls, as a sole source provider, for an odorant injection system for the Grand Parkway Natural Gas Gate for a not-to-exceed amount of \$53,820, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2023-2024 Capital Improvement Budget.

#### H. New Business

1. Consideration, discussion, and provide staff direction on the recommended Charter Amendments.

2. Consider abandonment of a City of Tomball unimproved right-of-way and adopt, on First Reading, Ordinance No. 2024-01, an Ordinance of the City of Tomball, Texas, finding and determining that public convenience and necessity no longer require the continued existence of an unimproved right-of-way between Barbara Street and Alma Street, all situated in the Northwest Houston Heart Center Plat as recorded in Volume 621, Page 269 of the Map Records of Harris County, Texas; vacating, abandoning, and closing said portion of such unimproved right-of-way; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the City's interest in said unimproved right-of-way; and containing other provisions relating to the subject.
3. Approve an agreement with Evolve Power Generation for the replacement of the generator at Firehouse 2 through the Choice Partners Contract numbers 21/031KN-22, for a not-to-exceed amount of \$58,996.22, authorize the expenditure of funds therefor, and authorize the City Manager to execute all documents related to the expenditure. \$50,000 of this amount is included in the FY 2023-2024 budget.
4. Conduct a Public Hearing of the City Council of the City of Tomball to consider the advisability of the creation of Public Improvement District to make certain improvements over certain property located within the City (PID 15, Graylou Grove).
5. Consideration to approve a Professional Services Agreement for expenses incurred relating to the Graylou Grove Public Improvement District (PID 15) and authorize the City Manager to execute.
6. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

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

Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee–Information Technology Director
7. Approve the Appointment, by the City Manager, of the Information Technology Director.



I. Adjournment

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

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

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Tracylynn Garcia, TRMC, CMC, CPM  
City Secretary

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

# City Council Meeting Agenda Item Data Sheet

Meeting Date: January 15, 2024

Topic:

Upcoming Events:

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

January 27, 2024 – HCSO Jr Posse 9:00 am – 10:30 am @ Depot

February 16, 2024 - Last day to apply for place on ballot for the May 4, 2024 General Election

February 20, 2024 – Tomball Trail Ride (SHTR) 12:00 pm – 2:00 pm @ Depot

Background:

Origination:

Recommendation:

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

## FUNDING (IF APPLICABLE)

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

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

# City Council Meeting Agenda Item Data Sheet

Meeting Date: January 15, 2024

**Topic:**

Approve the Minutes of the January 2, 2024, Regular City Council meeting.

**Background:**

**Origination:** City Staff

**Recommendation:**

Approve Minutes

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

**FUNDING (IF APPLICABLE)**

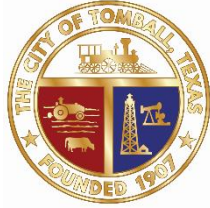
Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

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

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

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



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

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for January 02, 2024, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone conference.

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

**PRESENT**

Mayor Lori Klein Quinn  
Council 1 John Ford  
Council 2 Mark Stoll  
Council 3 Dane Dunagin  
Council 5 Randy Parr

**ABSENT**

Council 4 Derek Townsend, Sr. (Excused)

**OTHERS PRESENT:**

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

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

No comments received.

E. Reports and Announcements

1. Announcements

I. Upcoming Events:

January 11, 2024 – Mayor’s Kaffeeklatsch

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

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

F. Old Business

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

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

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 5 Parr  
Voting Nay: Council 2 Stoll

Motion carried 3 votes Yea, 1 vote Nay.

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

1. Approve the Minutes of the December 18, 2023, Regular City Council meeting.
2. Approve Resolution No. 2024-01, a Resolution of the City Council of the City of Tomball, Texas, Designating The Potpourri, Tomball Edition (Houston Community Newspapers/Houston Chronicle) as the Official Newspaper for 2024 for Publication of Matters Pertaining to the City of Tomball
3. Approve request from Tomball High School Athletic Booster Club for City Support and In-Kind Services for the 4<sup>th</sup> Annual Tomball Athletic Booster Club Crawfish Boil at Juergens Park, on Saturday, April 6, 2024 from 4:00 – 8:00 p.m. The estimated In-Kind Services is \$1,250.
4. Approve an agreement with Wells Fargo Bank, N.A. for Depository Services (RFP No. 2023-16) for an initial two (2) year term from April 1, 2024 to April 1, 2026 with three (3) optional one-year extensions and authorize the City Manager to execute any and all documents related to the agreement.
5. Approve the expenditure of \$117,858.30 for Incode software hosting and support from Tyler Technologies, Inc. and authorize the City Manager to execute any and all documents related to the expenditure. This expenditure is included in the FY 2023-2024 Budget.

Motion made by Council 2 Stoll, Seconded by Council 5 Parr.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 5 Parr

Motion carried unanimously.

H. New Business

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

Motion made by Council 5 Parr, Seconded by Council 2 Stoll.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 5 Parr

Motion carried unanimously.

I. Adjournment

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

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 5 Parr

Motion carried unanimously.

PASSED AND APPROVED this 15<sup>th</sup> day of January 2024.

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Tracylynn Garcia  
City Secretary, TRMC, MMC, CPM

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Lori Klein Quinn  
Mayor

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: January 15, 2024

#### Topic:

Approve Resoluton No. 2024-02, a Resolution and Order of the City Council of the City of Tomball, Texas, Ordering a Regular City Officer's Election, to be Held in the City of Tomball on Saturday, May 4, 2024; Designating the Polling Places and Appointing Election Officials for Such Election; Directing the Giving of Notice of Such Election; Designating the Date for a Runoff Election if Needed; and Providing Details Relating to the Holding of Such Election

Aprobar la Resolución Nro. 2024-02, una Resolución y Orden del Consejo Municipal de la Ciudad de Tomball Texas, Ordenando una Elección Regular de Funcionarios Municipales a Celebrarse el sábado 4 de mayo de 2024; Designando los Lugares de Votación y Nombrando a los Oficiales Electorales de tal Elección; Instruyendo que se Notifique Sobre esta Elección; Designando la Fecha de una Elección de Desempate de ser Necesaria; y Proporcionando Detalles Referentes a la Celebración de Tal Elección.

批准決議案編號2024-02，為一德克薩斯州，Tomball市市議會決議及指示，特指示一市府官員普選，其將於2024年5月4日，星期六在Tomball市召開；並已為此選舉指定投票所地點以及指派選舉官員；指導發出本選舉之選舉通知；如需要，將指定決選日期；以及提供所有與召開本選舉相關的細節

Chấp thuận Nghị Quyết số 2024-02, một Nghị Quyết và Sắc Lệnh của Hội Đồng Thành Phố Tomball, Texas, Yêu Cầu một Cuộc Bầu Cử Viên Chức Thường Lệ sẽ được tổ chức tại Thành Phố Tomball vào Thứ Bảy, ngày 4 tháng Năm, 2024; Chỉ định các Địa Điểm Bỏ Phiếu và Chỉ Định các Viên Chức Bầu Cử cho Cuộc Bầu Cử đó; Hướng Dẫn việc Đưa Ra Thông Báo của Cuộc Bầu Cử đó; Chỉ Định Ngày Bầu Cử Chung Cuộc nếu cần; và Đưa Ra các Chi Tiết có Liên Quan đến việc Tổ Chức Cuộc Bầu Cử đó

#### Background:

Resolution No. 2024-02 orders the Regular City Officer's Election, which will be held on Saturday, May 4, 2024 for Council Position 2 & Council Position 4.

The first day to file an Application for Place on Ballot is January 16, 2024; the last day to file an Application for Place on Ballot is Friday, February 16, 2024 at 5:00 p.m.

Should a Runoff Election be required, the date of the Runoff Election is designated to be Saturday, June 15, 2024.

As in previous years, a provision has been included in Section 2 to authorize the City Secretary to select an Acting Presiding or Acting Alternate Presiding Judge from the qualified pool of Election Clerks if either the Presiding Judge or the Alternate Presiding Judge is unable to perform his/her assigned duties for whatever reason.

**Origination:** Home Rule Charter, City Secretary

**Recommendation:**



Approve Resolution No. 2024-02

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

Tracylynn Garcia,  
Assistant City Secretary

**RESOLUTION NO. 2024-02**

**A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF  
TOMBALL, TEXAS, ORDERING A REGULAR CITY OFFICER'S  
ELECTION, TO BE HELD IN THE CITY OF TOMBALL ON SATURDAY,  
MAY 4, 2024; DESIGNATING THE POLLING PLACES AND  
APPOINTING ELECTION OFFICIALS FOR SUCH ELECTION;  
DIRECTING THE GIVING OF NOTICE OF SUCH ELECTION;  
DESIGNATING THE DATE FOR A RUNOFF ELECTION IF NEEDED;  
AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH  
ELECTION**

\* \* \* \* \*

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

**Section 1:** It is hereby ordered that a Regular Election be held in and throughout the City of Tomball, Texas on the second Saturday in May, the 4<sup>th</sup> day of May 2024, at which election the following officers shall be elected by the resident qualified voters in and for the said City of Tomball, to-wit:

**POSITION**

**COUNCIL POSITION 2  
COUNCIL POSITION 4**

**Section 2:** The present boundaries of the City constituting one election precinct, the polls shall be open for voting from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. at the following polling place, and the following are hereby appointed officers to conduct the election at said polling place:

**POLLING PLACE**

Tomball City Hall  
401 Market Street  
Tomball, Texas 77375

**ELECTION OFFICERS**

Patsy Kinsey, Presiding Judge  
Latrell Shannon, Alternate Presiding Judge.

The City Secretary is hereby authorized and directed to provide a copy of the RESOLUTION to the judges as written notice of their appointment as required by Section 32.009 of the Texas Election Code. If either the Presiding Judge or the Alternate Presiding Judge is unable to perform his/her assigned duties, the City Secretary is authorized to select an Acting Presiding or Acting Alternate Presiding Judge from the qualified Election Clerks, as needed.

The Presiding Judge shall have the authority to appoint no more than seven (7) clerks to assist in the holding of such election, but in no event shall the Presiding Judge appoint less than two clerks. Said election officers shall also serve as the Early Voting Ballot Board for such election; the Presiding Judge of such election precinct shall also serve as the Presiding Officer of the Early Voting Ballot Board.

The Election Judge shall be compensated at an hourly rate of \$18.00; early voting clerks and election clerks shall be compensated at an hourly rate of \$17.00 as provided by Title 3, Section 32.091(a) of the State Election Code. The Election Judge shall be compensated in the amount of \$25 for the delivery of election equipment and supplies as provided by Title 3, Section 32.092(a) of the State Election Code, if such delivery is necessary. The City will pay for any required training of the City's election judges and clerks. Judges and clerks will also be reimbursed for travel and will be paid at the set hourly rates for training time.

**Section 3:** The City Secretary is hereby appointed the Elections Clerk for early voting; the appointment of a deputy clerk or clerks for early voting by the City Secretary shall be in accordance with Section 83.001 *et seq.* of the Texas Election Code. The place for early voting for such election is hereby designated as:

City Hall  
City of Tomball, Texas  
401 Market Street  
Tomball, Texas 77375.

In order to meet the requirements of Section 85.005 of the Election Code, on each day for early voting which is not a Saturday, a Sunday, or an official state holiday, beginning on the twelfth (12<sup>th</sup>) day and continuing through the fourth (4<sup>th</sup>) day preceding the date of such election, said clerks shall keep City Hall open Monday through Friday from seven forty-five o'clock (7:45) a.m. until five o'clock (5:00) p.m., with the exception of Tuesday, April 30, 2024, when City Hall will be open for 12 hours, from seven forty-five o'clock (7:45) a.m. until seven forty-five o'clock (7:45) p.m.

Said clerks shall not permit anyone to vote early by personal appearance on any day which is not a regular working day for the clerk's office, and under no circumstances shall they permit anyone to vote early by personal appearance at any time when such office is not open to the public. The above-described place for early voting is also the clerk's mailing address to which ballot applications and ballots voted by mail may be sent. The early voting clerk, in accordance with the provisions of the Texas Election Code, shall maintain a roster listing each person who votes early by personal appearance and each person to whom a ballot to be voted by mail is sent. The roster shall be maintained in a form approved by the Secretary of State.

**Section 4:** All ballots shall be prepared in accordance with Texas Election Code. Paper ballots shall be used for early voting by mail and the HART Intercivic Verity Duo Voting System shall be used for early voting by personal appearance and voting on Election Day. The City Council hereby adopts for use in early and Election Day voting the HART Intercivic Verity Duo Voting System as approved by the Secretary of State. All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials is hereby authorized.

**Section 5:** The City Secretary is hereby authorized and directed to furnish all necessary election supplies to conduct such election.

**Section 6:** Notice of this election shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such election, and returns of such election shall be made to the City Secretary after the closing of the polls.

**Section 7:** Said election shall be held in accordance with the provisions of Article XI, Section 11 of the Constitution of Texas, which provides that a municipality having terms exceeding two (2) years must fill any vacancy within 120 days after such vacancy occurs, the Texas Election Code and the Federal Voting Rights Act of 1965, as amended. Only duly qualified resident electors of the City of Tomball shall be qualified to vote.

**Section 8:** The first day to file an application for place on ballot is January 16, 2024. All candidates for election for the Office of City Council, Position 2, and City Council, Position 4, must file their names with the City Secretary of the City of Tomball, Texas, by 5:00 P.M. on February 16, 2024 in order for their names to be included on the Official Ballot.

**Section 9:** Should a Runoff Election be required, the date of the Runoff Election is designated to be Saturday, June 15, 2024. Early voting for the Runoff Election will begin June 3, 2024, and end June 11, 2024. All terms, conditions, and provisions established for the May 6, 2024, Regular City Officers Election shall apply to the Runoff Election.

**Section 10:** The City Secretary is hereby authorized and instructed to give Notice of said election as required by law.

**PASSED, APPROVED and RESOLVED** this 15th day of January 2024.

\_\_\_\_\_  
LORI KLEIN QUINN, Mayor  
City of Tomball

ATTEST:

\_\_\_\_\_  
TRACYLYNN GARCIA, City Secretary  
City of Tomball

## **RESOLUCIÓN NRO. 2024-02**

**UNA RESOLUCIÓN Y ORDEN DEL CONSEJO MUNICIPAL DE LA CIUDAD DE TOMBALL, TEXAS, QUE ORDENA UNA ELECCIÓN ORDINARIA DE FUNCIONARIOS MUNICIPALES, A CELEBRARSE EN LA CIUDAD DE TOMBALL EL SÁBADO 4 DE MAYO DE 2024, DESIGNA LOS LUGARES DE VOTACIÓN Y NOMBRA LOS FUNCIONARIOS ELECTORALES PARA DICHA ELECCIÓN, INSTRUYE LA ENTREGA DEL AVISO DE DICHA ELECCIÓN, DESIGNA LA FECHA PARA UNA ELECCIÓN DE SEGUNDA VUELTA EN CASO DE SER NECESARIA Y DISPONE LOS DETALLES RELATIVOS A LA CELEBRACIÓN DE DICHA ELECCIÓN**

\* \* \* \* \*

### **EL CONSEJO MUNICIPAL DE LA CIUDAD DE TOMBALL, TEXAS DETERMINA:**

**Sección 1.** Por la presente, se ordena que se realice una Elección Ordinaria en toda la Ciudad de Tomball, Texas, el segundo sábado de mayo, el día 4 de mayo de 2024, elección en la cual los residentes que sean votantes habilitados votarán para elegir a los siguientes funcionarios para la mencionada Ciudad de Tomball, a saber:

#### **POSICIÓN**

**POSICIÓN 2 DEL CONSEJO  
POSICIÓN 4 DEL CONSEJO**

**Sección 2:** Los límites actuales de la Ciudad conformarán un precinto electoral, los lugares de votación estarán abiertos para votar desde las siete de la mañana (7:00 a.m.) hasta las siete de la tarde (7:00 p.m.) en el siguiente lugar de votación, y por la presente se designan a los siguientes funcionarios para llevar a cabo la elección en dicho lugar de votación:

#### **LUGAR DE VOTACIÓN**

City Hall de Tomball  
401 Market Street  
Tomball, Texas 77375

#### **FUNCIONARIOS ELECTORALES**

Patsy Kinsey, Juez Presidente  
Latrell Shannon, Juez Presidente Alterno.

Por la presente, se autoriza e instruye a la Secretaria de la Ciudad a entregar una copia de esta RESOLUCIÓN a los jueces en calidad de aviso por escrito de su designación según lo exige la Sección 32.009 del Código Electoral de Texas. Si fuera necesario y el Juez Presidente o el Juez Presidente Alterno no pudiera desempeñar sus funciones asignadas, el Secretario de la Ciudad está autorizado a escoger un Juez Presidente Actuante o Juez Presidente Alterno Actuante entre los Oficiales Electorales calificados.

El Juez Presidente estará autorizado para nombrar a no más de siete (7) funcionarios para colaborar en la celebración de dicha elección, pero bajo ninguna circunstancia el Juez Presidente nombrará menos de dos funcionarios. Dichos funcionarios electorales además actuarán como el Consejo de Boletas de Votación Anticipada para dicha elección; el Juez Presidente para dicho precinto electoral también actuará como Funcionario que preside el Consejo de Boletas de Votación Anticipada.

El Juez de la Elección recibirá una remuneración con una tarifa por hora de \$18.00; los oficiales de votación anticipada y los funcionarios electorales recibirán remuneración con una tarifa por hora de \$17.00 según lo dispone la Sección 32.091(a) del Título 3 del Código Electoral del Estado. El Juez de la Elección recibirá una remuneración con una cantidad de \$25 por la entrega de equipamiento y suministros de la elección según lo dispone la Sección 32.092(a) del Título 3 del Código Electoral del Estado, si dicha entrega fuera necesaria. La Ciudad pagará por cualquier capacitación requerida para los jueces y los oficiales de la elección de la Ciudad. Los jueces y los oficiales también recibirán el reembolso de los gastos de transporte y se les pagarán las tarifas por hora establecidas por el tiempo de capacitación.

**Sección 3.** Por la presente se designa a la Secretaria de la Ciudad como Oficial de las Elecciones para la votación anticipada; la designación de uno o más suboficiales para la votación anticipada por la Secretaria de la Ciudad se realizará de acuerdo con la Sección 83.001 y siguientes del Código Electoral de Texas. Por la presente se designa el lugar de votación anticipada para dicha elección como:

Alcaldía  
Ciudad de Tomball, Texas  
401 Market Street  
Tomball, Texas 77375.

Con el fin de satisfacer los requisitos de la Sección 85.005 del Código Electoral, todos los días de la votación anticipada, salvo sábados, domingos o feriados oficiales del estado, a partir del décimo segundo (12.º) día y siguiendo hasta el cuarto (4.º) día anteriores a la fecha de dicha elección, dichos oficiales mantendrán la Alcaldía abierta de lunes a viernes desde las siete y cuarenta y cinco de la mañana (7:45 a.m.) hasta las cinco en punto de la tarde (5:00 p.m.), a excepción del martes 30 de abril de 2024, cuando la Alcaldía estará abierta por 12 horas, desde las siete y cuarenta y cinco de la mañana (7:45 a.m.) hasta las siete y cuarenta y cinco de la tarde (7:45 p.m.).

Dichos oficiales no le permitirán a nadie votar con anticipación en persona durante ningún día que no sea un día laboral regular para la oficina del oficial, y bajo ninguna circunstancia le permitirán a nadie votar con anticipación en persona en cualquier horario en el cual dicha oficina no está abierta al público. El lugar descrito anteriormente para la votación anticipada también es la dirección postal del oficial a la cual se deben enviar las solicitudes de boleta de votación y las boletas de votación por correo. El oficial de votación anticipada, de acuerdo a las disposiciones del Código Electoral de Texas, mantendrá una lista que incluye cada persona que vota con anticipación en persona y cada persona a la que se le envía una boleta de votación por correo. La lista tendrá una forma aprobada por el Secretario de Estado.

**Sección 4:** Todas las boletas de votación serán preparadas de acuerdo con el Código Electoral de Texas. Las boletas de votación de papel se usarán para la votación anticipada por correo y el Sistema de votación Intercivic Verity Duo de HART se usará para la votación anticipada en persona y para la votación del Día de Elección. Por la presente, el Consejo Municipal adopta para uso en la votación anticipada y la votación del Día de Elección el Sistema de votación Intercivic Verity Duo de HART según lo aprobó la Secretaría de

Estado. Por la presente, se autorizan todos los gastos necesarios para la realización de la elección, la compra de materiales para ella y el empleo de todos los funcionarios electorales.

**Sección 5:** Por medio de la presente se autoriza e instruye a la Secretaria de la Ciudad a proporcionar todos los suministros necesarios para llevar a cabo dicha elección.

**Sección 6:** Se dará aviso de esta elección de acuerdo con las disposiciones del Código Electoral de Texas y los resultados de dicho aviso se realizarán según lo dispone el mencionado Código. La Alcaldesa emitirá todas las órdenes y los escritos necesarios para dicha elección, y los resultados de dicha elección serán entregados a la Secretaria de la Ciudad después del cierre de los lugares de votación.

**Sección 7:** Dicha elección se llevará a cabo de acuerdo con las disposiciones de la Sección 11 del Artículo XI de la Constitución de Texas, que dispone que una municipalidad que tiene mandatos que superan los dos (2) años debe cubrir cualquier vacante dentro de los 120 días posteriores a que se produzca dicha vacante, el Código Electoral de Texas y la Ley Federal de Derecho al Voto de 1965 y sus enmiendas. Solo los residentes que sean votantes debidamente habilitados de la Ciudad de Tomball podrán votar.

**Sección 8:** El primer día para presentar la solicitud para obtener un lugar en la boleta de votación es el 16 de enero de 2024. Todos los candidatos para ocupar el cargo en la Posición 2 en el Consejo Municipal y la Posición 4 en el Consejo Municipal deben presentar sus nombres ante la Secretaria de la Ciudad de la Ciudad de Tomball, Texas, antes de las 5:00 P.M. del 16 de febrero de 2024, a fin de que sus nombres sean incluidos en la Boleta Oficial de Votación.

**Sección 9:** En caso de ser necesaria una elección de segunda vuelta, se designa el sábado 15 de junio de 2024 como la fecha de la elección de segunda vuelta. La votación anticipada para la elección de segunda vuelta comenzará el 3 de junio de 2024 y finalizará el 11 de junio de 2024. En la elección de segunda vuelta se aplicarán todos los términos, las condiciones y las disposiciones estipulados para la Elección Ordinaria de Funcionarios Municipales del 6 de mayo de 2024.

**Sección 10:** Por la presente se autoriza e instruye a la Secretaria de la Ciudad a dar Aviso de dicha elección según lo requiere la ley.

**ACEPTADA, APROBADA y RESUELTA** a los 15 días del mes de enero de 2024.

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LORI KLEIN QUINN, Alcaldesa  
Ciudad de Tomball

ATESTIGUA:

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TRACYLYNN GARCIA, Secretaria de la Ciudad  
Ciudad de Tomball

第 2024-02 號決議案

TEXAS州TOMBALL市市議會決議案及命令之內容包括：於2024年5月4日（週六）在TOMBALL市舉行市政官員常規選舉；為上述選舉指定投票所並任命選舉官員；就發出本選舉之通知作出指示；指定決選舉行日期（如果需要舉行決選）；以及就本選舉之舉行事宜作出具體規定。

\* \* \* \* \*

TEXAS州TOMBALL市市議會決議如下：

**第1節：** 現命令於2024年5月4日（即5月第二個週六）在Texas州Tomball市舉行一項常規選舉，藉此由Tomball市合資格居民選民投票選出以下官員：

席位

議會第2號席位  
議會第4號席位

**第2節：** 本市之當前範圍可構成一選舉投票區；下列投票所應於上午七時(7:00)至晚上七時(7:00)開放，以便選民進行投票；現任命以下人士擔任選舉官員，負責執行該投票所之選舉：

投票所

Tomball City Hall  
401 Market Street  
Tomball, Texas 77375

選舉官員

Patsy Kinsey, 首席法官  
Latrell Shannon, 候補首席法官。

根據Texas州選舉法第32.009節之規定，現授權並指示市秘書長向選舉法官提供本決議案之副本，作為其書面委任通知。若首席法官或候補首席法官無法行使其職責，則市秘書長有權在必要時選擇一名合資格之選舉書記官擔任代理首席法官或代理候補首席法官。

首席法官有權任命不超過七(7)名書記官來協助舉行本次選舉，但在任何情況下，首席法官任命之書記官均不得少於兩人。上述選舉官員還應擔任本次選舉的提前投票選票委員會成員，本選舉投票區之首席法官還應擔任提前投票選票委員會首席官員。



依據州選舉法第3篇第32.091(a)節之規定，選舉法官應獲得時薪為18.00美元的報酬；提前投票書記官和選舉書記官應獲得時薪為17.00美元的報酬。依據州選舉法第3篇第32.092(a)節之規定，如需運送選舉設備及用品，選舉法官應獲得金額為25美元的報酬。本市選舉法官與書記官的一切必要培訓費用應由本市承擔。法官與書記官的差旅費用應亦予以報銷，且培訓期間應按照規定時薪獲得報酬。

**第3節：** 現任命市秘書長為提前投票的選舉書記官，並由市秘書長依照Texas州選舉法第83.001節及其後條款之規定，任命一名或多名提前投票助理書記官。本選舉之提前投票地點茲指定為：

City Hall  
City of Tomball, Texas  
401 Market Street  
Tomball, Texas 77375。

為滿足選舉法第85.005節的要求，上述書記官應確保市政廳於提前投票期間的每一天開放（週六、週日或法定州節假日除外）：即從選舉日前第十二(12)天至第四(4)天，上述書記官應確保市政廳於週一至週五的上午七時四十五分(7:45)至下午五時(5:00)開放，但2024年4月30日（週二）除外，市政廳將從上午七時四十五分(7:45)至晚上七時四十五分(7:45)開放12小時。

上述書記官不得允許任何人士於非書記官辦公室正常工作日進行親自出席提前投票，並且在任何情況下，都不得允許任何人士於非書記官辦公室面向公眾開放的時間進行親自出席提前投票。選票申請與郵寄選票亦可寄往上述提前投票地點，收件人為上述書記官。依據Texas州選舉法規定，提前投票書記官應記錄一份名單，上面載有每位參加親自出席提前投票的選民及每位寄送郵寄選票的選民。該名單應採用州務卿許可的形式記錄。

**第4節：** 所有選票都應依照Texas州選舉法製備。紙質選票應當用於提前郵遞投票，HART Intercivic Verity Duo投票系統應當用於親自出席提前投票和選舉日投票。市議會依據州務卿之授權，現決定在提前投票和選舉日投票中採用HART Intercivic Verity Duo投票系統。舉行本次選舉、購買相關材料及僱傭所有選舉官員所需的一切支出亦在此予以批准。

**第5節：** 現授權並指示市秘書長佈置所有必要的選舉用品以舉行本次選舉。

**第6節：** 本選舉通知應依據Texas州選舉法之規定發出；上述通知的回執確認亦應依據上述選舉法規定執行。市長應簽發本選舉的所有必要命令及令狀；投票關閉后，應向市秘書長提交本選舉的選票報告。

**第7節：** 本次選舉應依照Texas州憲法第XI條第11節之規定舉行。Texas州憲法規定，若任期超過兩(2)年的市政職位出現空缺，則應於120天內，根據Texas州選舉法與經修訂的1965年聯邦投票權法案，予以填補。唯有合資格的Tomball市居民選民有資格進行投票。

**第8節：** 自2024年1月16日起，可提交選票席位申請書。競選市議員職位（議會第2號席位和議會第4號席位）的所有候選人應於2024年2月16日下午5:00前將其姓名提交至Texas州Tomball市市秘書長，以便其姓名得以載入正式選票。

**第9節：** 如需舉行決選，則舉行日期定為2024年6月15日（週六）。決選提前投票將於2024年6月3日開始，直至2024年6月11日結束。為2024年5月6日市政官員常規選舉制定的所有條款、條件及規定同樣適用於決選。

**第10節：** 現授權並指示市秘書長根據法律規定發出關於本選舉的通知。

本決議案已於2024年1月\_\_\_\_ 15 \_\_\_\_日獲得通過、獲准及決議。

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LORI KLEIN QUINN, 市長  
Tomball市

見證：

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TRACYLYNN GARCIA, 市秘書長  
Tomball市

## NGHỊ QUYẾT SỐ 2024-02

**NGHỊ QUYẾT VÀ LỆNH CỦA HỘI ĐỒNG THÀNH PHỐ TOMBALL, TEXAS, RA LỆNH TỔ CHỨC MỘT CUỘC BẦU CỬ VIÊN CHỨC THÀNH PHỐ THƯỜNG LỆ, ĐƯỢC TỔ CHỨC TẠI THÀNH PHỐ TOMBALL VÀO THỨ BẢY, NGÀY 4 THÁNG 5 NĂM 2024; ÁN ĐỊNH CÁC ĐỊA ĐIỂM BỎ PHIẾU VÀ BỔ NHIỆM CÁC VIÊN CHỨC PHỤ TRÁCH BẦU CỬ CHO CUỘC BẦU CỬ; CHỈ THỊ VIỆC THÔNG BÁO VỀ CUỘC BẦU CỬ; ÁN ĐỊNH NGÀY BẦU CỬ QUYẾT ĐỊNH CHUNG CUỘC NẾU CẦN THIẾT; VÀ CUNG CẤP THÔNG TIN CHI TIẾT LIÊN QUAN ĐẾN VIỆC TỔ CHỨC CUỘC BẦU CỬ ĐÓ**

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**VÌ VẬY BÂY GIỜ, HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ TOMBALL, TEXAS RA LỆNH:**

**Mục 1:** Theo đây, ra lệnh tổ chức một Cuộc Bầu Cử Thường Lệ trong và trên toàn Thành Phố Tomball, Texas vào ngày thứ Bảy thứ hai của tháng Năm, ngày 4 tháng Năm, 2024, và trong cuộc bầu cử đó, các viên chức sau đây sẽ được bầu chọn bởi các cử tri đủ điều kiện và cư trú trong Thành phố Tomball, cụ thể như sau:

### **VỊ TRÍ**

**HỘI ĐỒNG THÀNH PHỐ VỊ TRÍ 2  
HỘI ĐỒNG THÀNH PHỐ VỊ TRÍ 4**

**Mục 2:** Các ranh giới hiện tại của Thành Phố tạo thành một khu vực bầu cử, các phòng phiếu sẽ mở cửa để bỏ phiếu từ bảy giờ (7:00) sáng đến bảy giờ (7:00) tối tại địa điểm bỏ phiếu sau đây và những người sau đây được chỉ định là các viên chức để tiến hành cuộc bầu cử tại địa điểm bỏ phiếu nói trên:

### **ĐỊA ĐIỂM PHÒNG PHIẾU**

Tomball City Hall  
401 Market Street  
Tomball, Texas 77375

### **CÁC VIÊN CHỨC PHỤ TRÁCH BẦU CỬ**

Patsy Kinsey, Trưởng Ban Bầu Cử  
Latrell Shannon, Trưởng Ban Bầu Cử Dự Khuyết.

Thư Ký Hội Đồng Thành Phố theo đây được ủy quyền và được chỉ thị cung cấp một bản sao của NGHỊ QUYẾT cho các trưởng ban bầu cử dưới dạng thông báo bằng văn bản về việc bổ nhiệm họ theo yêu cầu của Mục 32.009, Bộ Luật Bầu Cử Texas. Nếu Trưởng Ban hoặc Trưởng Ban Bầu Cử Dự Khuyết không thể thực hiện nhiệm vụ được giao, Thư Ký Hội Đồng Thành Phố được ủy quyền chọn một Quyền Trưởng Ban hoặc Trưởng Ban Bầu Cử Dự Khuyết từ các Thư Ký Bầu Cử đủ điều kiện, nếu cần.

Trưởng Ban Bầu Cử có quyền chỉ định không quá bảy (7) thư ký để yểm trợ tổ chức cuộc bầu cử đó, nhưng trong mọi trường hợp, Trưởng Ban Bầu Cử không được chỉ định ít hơn hai thư ký. Các viên chức bầu cử nói trên cũng sẽ đóng vai trò là Hội Đồng Bỏ Phiếu Sớm cho cuộc bầu cử; Trưởng Ban của khu vực bầu cử đó cũng sẽ đóng vai trò là Chủ Tịch Hội Đồng Bỏ Phiếu Sớm.

Trưởng Ban Bầu Cử sẽ được trả thù lao theo giờ là \$18.00; thư ký bỏ phiếu sớm và thư ký bầu cử sẽ được trả thù lao theo giờ là \$17.00 theo quy định của Tiêu Đề 3, Mục 32.091(a) của Bộ Luật Bầu Cử Tiểu Bang. Trưởng Ban Bầu Cử sẽ được bồi thường số tiền 25 đô la cho việc cung cấp thiết bị bầu cử và vật tư theo Tiêu Đề 3, Mục 32.092(a) của Bộ Luật Bầu Cử Tiểu Bang, nếu việc cung cấp đó là cần thiết. Thành Phố sẽ trả tiền cho bất kỳ khóa huấn luyện bắt buộc nào dành cho các trưởng ban và thư ký bầu cử của Thành Phố. Các Trưởng Ban và thư ký cũng sẽ được hoàn trả chi phí đi lại và sẽ được trả thù lao theo mức quy định theo giờ cho thời gian huấn luyện.

**Mục 3:** Thư Ký Hội Đồng Thành Phố theo đây được bổ nhiệm làm Thư Ký Bầu Cử phụ trách bỏ phiếu sớm; việc bổ nhiệm một phó thư ký hoặc các thư ký phụ trách bỏ phiếu sớm của Thư Ký Hội Đồng Thành Phố sẽ tuân theo Mục 83.001 và các mục tiếp theo của Bộ luật Bầu cử Texas. Địa điểm bỏ phiếu sớm cho cuộc bầu cử nói trên theo đây được chỉ định là:

City Hall  
Thành Phố Tomball, Texas  
401 Market Street  
Tomball, Texas 77375.

Để đáp ứng các yêu cầu của Mục 85.005 của Bộ Luật Bầu Cử, vào mỗi ngày bỏ phiếu sớm không phải là thứ Bảy, Chủ Nhật hoặc ngày lễ chính thức của tiểu bang, bắt đầu vào ngày thứ mười hai (12) và tiếp tục đến ngày thứ tư (4) ngày trước ngày bầu cử, các thư ký nói trên sẽ tiếp tục mở cửa Tòa Thị Chính từ thứ Hai đến thứ Sáu, từ bảy giờ bốn mươi lăm (7:45) sáng đến năm giờ (5:00) chiều, trừ vào ngày thứ Ba, ngày 30 tháng Tư năm 2024 thì Tòa Thị Chính sẽ mở cửa trong 12 giờ, từ bảy giờ bốn mươi lăm (7:45) sáng đến bảy giờ bốn mươi lăm (7:45) chiều.

Các thư ký nói trên sẽ không cho phép bất kỳ ai đích thân đến bỏ phiếu sớm vào bất kỳ ngày nào không phải là ngày làm việc bình thường của văn phòng thư ký, và trong mọi trường hợp, họ sẽ không cho phép bất kỳ ai đích thân đến bỏ phiếu sớm vào bất kỳ thời điểm nào khi văn phòng đó không mở cửa cho công chúng. Địa điểm bỏ phiếu sớm nói trên cũng là địa chỉ nhận thư của thư ký mà các đơn xin lá phiếu và phiếu bầu qua thư có thể gửi đến. Theo các điều khoản của Bộ Luật Bầu Cử Texas, thư ký phụ trách bỏ phiếu sớm sẽ duy trì một danh sách từng người đích thân đến bỏ phiếu sớm và từng người được gửi lá phiếu bầu qua thư. Danh sách sẽ được lưu giữ theo mẫu điền đã được Tổng Trưởng Tiểu Bang phê duyệt.

**Mục 4:** Tất cả các lá phiếu sẽ được chuẩn bị theo Bộ Luật Bầu Cử Texas. Các lá phiếu bằng giấy sẽ được sử dụng để bỏ phiếu sớm qua thư và Hệ Thống Bỏ Phiếu HART Intercivic Verity Duo sẽ được sử dụng để bỏ phiếu sớm trực tiếp và bỏ phiếu vào Ngày Bầu Cử. Hội Đồng Thành Phố theo đây thông qua việc sử dụng Hệ Thống Bỏ Phiếu HART Intercivic Verity Duo trong thời gian sớm và trong ngày bầu cử như đã được Tổng Trưởng Tiểu Bang phê chuẩn. Tất cả các chi phí cần thiết cho việc tiến hành cuộc bầu cử, việc mua tài liệu và việc làm của tất cả các quan chức bầu cử đều được cho phép.

**Mục 5:** Thư Ký Hội Đồng Thành Phố theo đây được ủy quyền và chỉ đạo cung cấp tất cả các vật tư bầu cử cần thiết để tiến hành cuộc bầu cử đó.

**Mục 6:** Thông báo về cuộc bầu cử này sẽ được đưa ra theo các quy định của Bộ Luật Bầu Cử Texas và việc hồi âm thông báo sẽ được thực hiện theo quy định trong Bộ Luật nói trên. Thị Trưởng sẽ ban hành tất cả các lệnh và chỉ thị cần thiết cho cuộc bầu cử nói trên, và kết quả của cuộc bầu cử sẽ được gửi cho Thư Ký Hội Đồng Thành Phố sau khi các địa điểm phòng phiếu đóng cửa.

**Mục 7:** Cuộc bầu cử nói trên sẽ được tổ chức theo quy định của Điều XI, Mục 11 của Hiến Pháp Texas, trong đó quy định rằng một thành phố có các nhiệm kỳ trên hai (2) năm phải bầu chọn người đảm trách bất kỳ vị trí trống nào trong vòng 120 ngày sau khi vị trí trống đó xảy ra, Bộ Luật Cuộc Bầu Cử Texas và Đạo Luật về Quyền Bầu Cử Liên Bang năm 1965, đã được sửa đổi. Chỉ những cử tri là cư dân hội đủ điều kiện hợp lệ của Thành phố Tomball mới hội đủ điều kiện bỏ phiếu.

**Mục 8:** Ngày đầu tiên nộp đơn xin ghi tên tranh cử trên lá phiếu là ngày 16 tháng Một, 2024. Tất cả các ứng cử viên cho cuộc bầu cử vào Chức Vụ Hội Đồng Thành Phố, Vị Trí 2 và Hội Đồng Thành Phố, Vị Trí 4, phải nộp tên cho Thư Ký Hội Đồng Thành Phố của Thành Phố Tomball, Texas, trước 5:00 chiều ngày 16 tháng Hai, năm 2024 để được ghi tên trong Lá Phiếu Chính Thức.

**Mục 9:** Nếu cần phải tổ chức Bầu Cử Quyết Định Chung Cuộc, thì ngày Bầu Cử Quyết Định Chung Cuộc sẽ được ấn định là thứ Bảy, ngày 15 tháng Sáu, 2024. Thủ tục bỏ phiếu sớm cho Cuộc Bầu Cử Quyết Định Chung Cuộc sẽ bắt đầu vào ngày 3 tháng Sáu, 2024 và kết thúc ngày 11 tháng Sáu, 2024. Tất cả các điều khoản, điều kiện và quy định được thiết lập cho Cuộc Bầu Cử Viên Chức Thành Phố Thường Lệ ngày 6 tháng Năm, 2024 sẽ áp dụng cho Cuộc Bầu Cử Quyết Định Chung Cuộc.

**Mục 10:** Thư Ký Hội Đồng Thành Phố theo đây được ủy quyền và được chỉ thị đưa ra Thông Báo về cuộc bầu cử nói trên theo yêu cầu của pháp luật.

**ĐÃ THÔNG QUA, PHÊ DUYỆT và QUYẾT ĐỊNH** vào ngày 15 tháng Một năm 2024.

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LORI KLEIN QUINN, Thị Trưởng  
Thành Phố Tomball

CHỨNG THỰC:

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TRACYLYNN GARCIA, Thư Ký Thành Phố  
Thành Phố Tomball

## ORDER OF GENERAL ELECTION FOR MUNICIPALITIES

A General Election is hereby ordered to be held on May 4, 2024, for the purpose of electing Council Position 2 and Council Position 4.

Early voting by personal appearance will be conducted each weekday at: 401 Market Street, Tomball, Texas 77375, between the hours of 7:45 a.m. and 5:00 p.m., Monday through Friday, between the hours of 7:45 a.m. and 7:45 p.m. on Tuesday, April 30, 2024.

Applications for ballot by mail shall be mailed to:

City Secretary Email: [cs0@tomballtx.gov](mailto:cs0@tomballtx.gov)  
(Name of Early Voting Clerk)

401 Market Street  
(Address)

Tomball, TX	77375
(City)	(Zip Code)

Applications for ballots by mail (ABBM's) presented in person must be received no later than the close of business on April 23, 2024.

Federal Post Card Applications (FPCA's) must be received no later than close of business on

Issued this the 15th day of January 2024.

(Signature of Mayor)

ORDEN DE ELECCIÓN GENERAL  
PARA MUNICIPALIDADES

Por la presente, se ordena la celebración de una Elección General el 4 de Mayo de 2024 para el propósito de: elegir la Posición 2 y la Posición 4 del Consejo.

La votación anticipada en persona se realizará cada día de la semana en: 401 Market Street, Tomball, Texas 77375, en el horario de 7:45 a.m. a 5:00 p.m. de lunes a viernes y en el horario de 7:45 a.m. a 7:45 p.m. el martes 30 de abril de 2024.

Las solicitudes de boletas de votación por correo deberán enviarse por correo postal a:

Secretaria de la Ciudad	Correo electrónico: <a href="mailto:cso@tomballtx.gov">cso@tomballtx.gov</a>
(Nombre del Oficial de Votación Anticipada)	

401 Market Street
(Dirección)

Tomball, TX	77375
(Ciudad)	(Código postal)

Las solicitudes de boletas de voto por correo presentadas en persona deben ser recibidas a más tardar al cierre del horario de atención del 23 de abril de 2024.

Emitida el 15 de enero de 2024.

\_\_\_\_\_  
(Firma del Alcalde)

市政普通  
選舉命令

茲定於2024年5月4日舉行一項普通選舉，目的是：選出議會第2號席位和議會第4號席位的當選者。

親自出席提前投票將於每個工作日進行，地點為：401 Market Street, Tomball, Texas 77375；週一至週五的投票時間為上午7:45至下午5:00，2024年4月30日（週二）的投票時間為上午7:45至晚上7:45。

郵遞選票申請應寄至：

市秘書長 電郵：[cso@tomballtx.gov](mailto:cso@tomballtx.gov)  
(提前投票書記官姓名)

401 Market Street  
(地址)

Tomball, TX 77375  
(城市) (郵遞區號)

若親自呈交郵遞選票申請，須於2024年4月23日辦公結束前送達。

發布日期：2024年1月15日。

\_\_\_\_\_  
(市長簽名)



LỆNH YÊU CẦU TỔ CHỨC CUỘC TỔNG TUYỂN CỬ  
CHO CÁC THÀNH PHỐ

Theo đây ra lệnh tổ chức một Cuộc Tổng Tuyển Cử vào ngày 4 tháng Năm, 2024 để: bầu chọn cho chức vụ Ủy Viên Hội Đồng Vị Trí 2 và Ủy Viên Hội Đồng Vị Trí 4.

Thủ tục đích thân tới bỏ phiếu sớm sẽ được tiến hành vào mỗi ngày trong tuần, tại: 401 Market Street, Tomball, Texas 77375, từ 7:45 sáng đến 5 giờ chiều, thứ Hai đến thứ Sáu; từ 7:45 sáng đến 7:45 tối vào thứ Ba, ngày 30 tháng Tư, 2024.

Địa chỉ nhận đơn xin lá phiếu bầu qua thư:

<u>Thư Ký Hội Đồng Thành Phố</u> (Tên của Thư Ký Phụ Trách Bỏ Phiếu Sớm)	<u>Email: cso@tomballtx.gov</u>
<u>401 Market Street</u> (Địa Chỉ)	
<u>Tomball, TX</u> (Thành phố)	<u>77375</u> (Số Zip Code)

Đơn xin cho các lá phiếu bầu qua thư, nếu đích thân tới nộp, phải nhận được trễ nhất là cuối giờ làm việc ngày 23 tháng Tư, 2024.

Ban hành hôm nay, ngày 15 tháng Một, 2024.

\_\_\_\_\_  
(Chữ Ký của Thị Trưởng)

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: January 15, 2024

#### Topic:

Approve the expenditure of \$52,421.60 for CrowdStrike Falcon Complete annual subscription from CyberOne (DIR-4321) and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.

#### Background:

In 2023, the City deployed CrowdStrike Falcon Complete to all workstations and servers across the network as the primary endpoint threat protection. CrowdStrike Falcon Complete delivers industry-leading automated detection and remediation to stop known threats. CrowdStrike Falcon Complete is a managed detection and response (MDR) service that solves the challenges of dealing with sophisticated threats by augmenting the world-class AI of the CrowdStrike Security Cloud with the efficiency of a dedicated, 24/7 team of security professionals, backed up by the industry's strongest breach prevention warranty.

**Origination:** IT

#### Recommendation:

Staff recommends approving the expenditure for CrowdStrike Falcon Complete annual subscription for endpoint protection in the amount of \$52,421.60 to CyberOne on contract DIR-4321 as appropriated in the FY 2023-2024 Budget.

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

#### FUNDING (IF APPLICABLE)

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

Yes: X No: \_\_\_\_\_

If yes, specify Account Number: #100-117-6320

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

**Signed:** Ben Lato 1-8-2024 **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date



RNL-The City of Tomball Texas -CrowdStrike+Spotlight-DIR-4321-1 Yr

Prepared For:  
**The City of Tomball Texas**  
Ben Lato  
501 James St  
501 James St, TX 77375  
  
P: (281) 290-1433  
E: blato@tomballtx.gov

Account Manager:  
**CyberOne**  
James Bryant  
6851 Communications Parkway  
Plano, TX 75024  
  
P: (469) 562-8842  
E: james.bryant@cyberonesecurity.com

Prepared By:  
**CyberOne**  
Reeti Ahuja  
6851 Communications Parkway  
Plano, TX 75024  
  
P: (469) 520-4326  
E: reeti.ahuja@cyberonesecurity.com

Quote #Q-33114

Payment Terms:  
**Net 30 Days**  
Date:  
**1/3/2024**  
Expires:  
**2/5/2024**

Line	SKU	Description	Qty	Start Date	End Date	MSRP	Unit Price	Amount
1	CS.FCSSD.SOLN.12M	CrowdStrike Falcon Complete with Threat Graph Standard (Up to 299 Endpoints)	1	2/6/2024	2/5/2025	\$82,691.44	\$43,210.00	\$43,210.00
2	CS.INSIGHTB.SOLN.T2.12M	CrowdStrike Insight (Up to 299 Endpoints)	1	2/6/2024	2/5/2025	\$0.00	\$0.00	\$0.00
3	CS.PREVENTB.SOLN.T2.12M	CrowdStrike - Prevent (Up to 299 Endpoints)	1	2/6/2024	2/5/2025	\$0.00	\$0.00	\$0.00
4	CS.DISCBS.OLN.T2.12M	CrowdStrike - Discover (Up to 299 Endpoints)	1	2/6/2024	2/5/2025	\$0.00	\$0.00	\$0.00
5	CS.FALCOMPS.SVC.12M	CrowdStrike Falcon Complete Subscription	1	2/6/2024	2/5/2025	\$0.00	\$0.00	\$0.00
6	CS.OWB.SVC.T2.12M	CrowdStrike -Overwatch (Up to 299 Endpoints)	1	2/6/2024	2/5/2025	\$0.00	\$0.00	\$0.00
7	CS.TGB.STD.12M	CrowdStrike Threat Graph Standard	1	2/6/2024	2/5/2025	\$0.00	\$0.00	\$0.00
8	CS.FALCOMPONBC.SOLN.12M	CrowdStrike Falcon Complete: Complimentary CID	1	2/6/2024	2/5/2025	\$0.00	\$0.00	\$0.00
9	RR.PSO.ENT.PASS.12M	CrowdStrike University LMS Subscription Customer Access Pass	2	2/6/2024	2/5/2025	\$0.00	\$0.00	\$0.00
10	RR.HOS.ENT.EXPS.12M	CrowdStrike Express Support	1	2/6/2024	2/5/2025	\$4,907.85	\$3,739.90	\$3,739.90
11	CS.SPOTLT.SOLN.T2.12M	CrowdStrike - Falcon Spotlight	299	2/6/2024	2/5/2025	\$35.19	\$18.30	\$5,471.70
GRAND TOTAL								\$52,421.60



Terms & Conditions

This quote ("Quotation") is contingent upon credit approval and shall be deemed accepted by: (i) Customer signing the Quotation, indicating its acceptance ("Accepted Quotation"), and returning the signed copy to CyberOne; or (ii) Customer issuing a valid purchase order referencing this Quotation for the products or services ("Purchase Order"). Complete Quotation terms and conditions may be found at <https://cyberonesecurity.com/terms/>. Unless a separate applicable executed service agreement between the parties exists, then Professional Services purchased by Customer pursuant to this Quotation shall be governed by the CyberOne Professional Services Agreement ("PSA") in effect as of the date of this Quotation. The CyberOne PSA may be found at <https://cyberonesecurity.com/psa/>. Professional Services must be used within twelve (12) months from Customer's purchase order date. Customer acknowledges its use of third-party products and services shall be in accordance with the third party's terms and conditions. Payment terms are as set forth above and are calculated from the date of CyberOne's invoice. A late payment penalty of 1.5% per month may be assessed on late payments. Credit card payments will have a 3.5% convenience fee added if allowed by local law; if a convenience fee is disallowed under local law, acceptable forms of payment shall be by check or ACH. The pricing set forth in this Quotation may not include sales and use taxes, which will be included, if applicable, on the invoice. If not charged for sales and use tax, Customer is responsible for sales and use tax reporting.

Acceptance

CyberOne

The City of Tomball Texas

James Bryant  
\_\_\_\_\_  
Signature / Name  
1/3/2024  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature / Name Initials  
\_\_\_\_\_  
Date

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: January 15, 2024

#### Topic:

Approve a Professional Services Agreement with Oller Engineering, Inc. for the design of a sidewalk along Baker Drive from FM 2920 to Hicks Street, Project Number 2024-10003, for a not-to-exceed amount of \$69,740, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This amount is included in the fiscal year 2023-2024 budget as a Capital Improvement Project.

#### Background:

Through the annual budget process, the City has included funding in its for sidewalk extensions or expansion. With funding currently allocated in the Capital Improvement Project budget, staff is recommending selection of an engineering consultant, Oller Engineering, Inc., to begin developing design plans and construction documents to construct a sidewalk along Baker Drive from FM 2920 and connect to the existing sidewalks at Hicks Street. The proposed sidewalk will provide a safe route for pedestrians walking along Baker Drive, including students at Tomball Intermediate School.

The proposed Professional Services Agreement with Oller Engineering, Inc. (FNI) is for a not-to-exceed amount of \$69,740.

Project Element	Total Contract	Remaining Contract Amount
Engineering – OEI	\$69,740	Contract Pending
Proposed Construction	Pending	Pending
<b>Project Budget \$324,860</b>	<b>Total Contracts \$69,740</b>	<b>Remaining Funding \$255,120</b>

**Origination:** Project Management

#### Recommendation:

Staff recommends approving the Professional Services Agreement with Oller Engineering, Inc. for the design a sidewalk along Baker Drive for a not-to-exceed amount of \$69,740.

**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

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES  
RELATED TO  
ENGINEERING & PLANNING PROJECT NO. 2024-10003  
CITY OF TOMBALL  
BAKER DRIVE SIDEWALKS**

**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 construct a new pedestrian sidewalk along one side of Baker Drive from Hicks Street to FM 2920 (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design in accordance with ADA requirements, 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 45 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, consultant 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 \$69,740, 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, CPM  
2811 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.

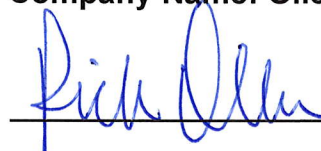
E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, 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 22 day of December, 2023.

**Company Name: Oller Engineering, Inc.**



Name: Rich Oller, PE

Title: President

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
David Esquivel, City Manager

ATTEST:

\_\_\_\_\_  
Tracylynn Garcia, City Secretary

# **ATTACHMENT “A”**

## **SCOPE OF PROFESSIONAL SERVICES**

**For**

### **City of Tomball Baker Street Sidewalk Improvements**

**December 1, 2023**

**Project Intent:** This project is intended to provide a walkable pedestrian sidewalk from Baker & Hicks intersection to FM 2920. The City shall determine which side of Baker Street they prefer the sidewalk to be placed based on encroachments that exist into the Right-of-Way and utility conflicts.

**Project Goals & Objectives:** The goals of the project are to construct a sidewalk that meets ADA requirements for accessibility and safety, to provide a pedestrian walkway along Baker Street, and to mitigate obstacles that would require relocation of power poles, telephone pedestals etc. Replace all driveway approaches for proper tie-in with the new sidewalk.

#### **Risk & Conflict Issues:**

The risks that are evident in completing this design and construction are:

- The exact Right-of-Way width/property lines along Baker Street on the east and west sides.
- Encroachment of existing fences and other utilities especially on the east side of Baker and how best to mitigate these encroachments in placing a sidewalk with adequate width to provide accessibility and walkability in compliance with ADA requirements.
- Existing utilities along the east side of Baker from Hicks to FM 2920.
- Replacement of all driveway approaches to accommodate a new sidewalk.

#### **Specification Sections Required:**

- Administrative
- Summary of Work
- Use of Premises
- Change Order Procedures
- Measurement & Payment
- Schedule of Values
- Coordination Meetings
- Submittal Procedures
- Reference Stds.

## ATTACHMENT "A"

- Construction Schedule
- Contractor's Quality Control
- Inspection Services
- Testing Laboratory Services
- Mobilization
- Traffic Control & Regulation
- Tree & Plant Protection
- Trapping Sediment & Stormwater Inlet Protection
- Waste Material Disposal
- Excavation in Public Right-of-Ways
- Restoration of Site Improvements
- Project Record Documents
- Curb & Gutters
- Concrete Sidewalks
- Topsoil
- Hydro Mulch Seeding
- Project Cleanup

### **Identify all of the Design Tasks:**

The design tasks are:

- Coordinate and provide a topo survey of Baker Street on the east and west sides to identify all encroachments and determine existing top of curb elevations.
- Review City standard sidewalk details and driveway approaches and determine the specific standard that best fits and provides the walkable solution for this residential area.
- Public outreach development of proposed layout of the sidewalk and attending a public meeting with the City early in the development phases of the project.
- Design the tie-in of FM 2920 and Baker Street to meet TxDOT sidewalk & ADA standards.
- Prepare layout plans of the sidewalk on either the west or east side of Baker as determined by the City.
- Grade the sidewalk to fit the existing top of curb and private property including all driveway approaches.
- Prepare details of sidewalk cross sections and driveway cross sections, ADA handicap ramps at intersections.
- Prepare final grading design and sodding of area.
- Include all ADA requirements on the drawings for clarity of construction.
- Curb & gutter details and elevation for pieces to be replaced.

## ATTACHMENT "A"

### **Identify What is Not Covered in the Scope:**

The items not included in the scope are:

- No curb & gutter replacement is included in the project except for existing curb & gutter that is damaged or missing.
- Any utility relocation is not included in the overall design.
- No drainage design improvements.
- No roadway improvements.

**ATTACHMENT "B"**

**INSURANCE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2022

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

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

<b>PRODUCER</b> Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	<b>CONTACT NAME:</b> Steve Brown <b>PHONE (A/C, No, Ext):</b> 678-690-5996 <b>FAX (A/C, No):</b> <b>E-MAIL:</b> RSCcertrequest@risk-strategies.com <b>ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Casualty and Surety Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 19038
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**COVERAGES****CERTIFICATE NUMBER:** 70927138**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>					
	CLAIMS-MADE OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY PRO JECT LOC					
	OTHER:					
	<b>AUTOMOBILE LIABILITY</b>					
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	OWNED AUTOS ONLY	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b>	OCCUR				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E L EACH ACCIDENT \$
						E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$
A	Professional Liability	✓	107169888	10/20/2022	10/20/2024	Per Claim/ Annual Aggregate - \$2,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

**CERTIFICATE HOLDER**

Master Certificate

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

© 1988-2015 ACORD CORPORATION. All rights reserved.

SAMPLE- Visit [FirehouseSubsFoundation.org](http://FirehouseSubsFoundation.org) to apply online.



Firehouse Subs Public Safety Foundation  
Grant Application

SAMPLE

SAMPLE- Visit [FirehouseSubsFoundation.org](http://FirehouseSubsFoundation.org) to apply online.

**Congratulations! Your organization has met Firehouse Subs Public Safety Foundation's pre-qualification criteria to be considered for a grant.**

*STOP HERE & PRINT THIS PAGE.  
You will not be able to return to this page.*

Thank you for your interest in Firehouse Subs Public Safety Foundation, where we are committed to giving back to communities by supporting first responders and public safety organizations with lifesaving equipment and funding resources.

**PLEASE APPLY EARLY**

**IMPORTANT: A maximum of 600 grant applications are accepted on a quarterly basis. Once the maximum number of applications is met, the site will close for the remainder of the quarter.**

- *Applications are considered on a quarterly basis ALL approvals and denials will be emailed to applicants within two months after the grant deadline. Please do not email our Foundation regarding the status of your application.*
- **DO NOT** send email inquiries to the Firehouse Subs Care Center or through the Firehouse Subs EMS survey.
- **DO NOT** phone the Firehouse Subs main office or Firehouse Subs restaurants with grant inquiries.

*The grant process is a partnership. We greatly appreciate your cooperation and compliance.*

## APPLICATION GUIDELINES AND REQUIRED ATTACHMENTS

*STOP HERE & PRINT THIS PAGE.*

*You will not be able to return to this page.*

Please prepare the following attachments before you continue. We cannot consider your application if any of the required information is missing.

- **Background/History**

- Brief history of your department or organization, and how this grant will benefit your community

- **Vendor Equipment Quote/Bid**

*You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:*

- Vendor sales representative first and last name must be included on quote
- Vendor email address must be included on quote
- The name & *physical* address of your organization must be included
- The first and last name of a contact person from your organization must be included
- Only one vendor quote can be submitted. Your application will not be considered if more than one quote is submitted.
- Quotes must be itemized
- Online quotes will not be accepted
- Must be dated within six months of the application deadline
- Must contain *only* the item(s) pertaining to your grant request
- The total dollar amount and equipment quantities in the vendor quote **MUST MATCH** the total that your department is requesting on the application
- Include sales tax and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or tax not included in the quote.
- Maintenance plans and extended warranties are not permissible
- Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

**Note:** When requesting a quote/bid from a vendor, please share our quote requirements and notify them that you are applying for a grant from our Foundation.

### **Most Recent Financial Information**

*Financials must show revenue and expenses and list the name of your organization, city or county.*

*One of the following options must be submitted:*

- A recent - within one month - Balance Sheet which consists of Assets and Liabilities
- A recent - within one month - Profit & Loss Statement also called an Income Statement
- A current year annual budget showing projected income and expenses
- A previous year audit or 990

- **Equipment Inventory**

*Inventory documentation must list the name of your organization.*

- Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory.

SAMPLE- Visit [FirehouseSubsFoundation.org](http://FirehouseSubsFoundation.org) to apply online.

- First Responder Organizations: Please include a list of apparatus, vehicles and other specialized equipment. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE)
- **Internal Revenue Service Form W-9 (Rev. October 2018)** ○ *Please contact your accounting department or treasurer to obtain a completed W-9 form. Your application will not be considered if any of the following sections of your W-9 are missing.*
  - Name as shown on your income tax return
  - Entity Name, *if different from line 1*
  - Federal Tax Classification (including Other explanation if required) ▪ Exempt payee code (if any)
  - Address
  - City, State & Zip Code
  - Employer ID Number (EIN)
  - Signed by an official of the organization
  - Dated no more than one year from the submission date of this application

**CLICK HERE to preview samples of completed W-9 forms.**

## FREQUENTLY ASKED QUESTIONS & TIPS

*STOP HERE & PRINT THIS PAGE. You  
will not be able to return to this page.*

**Please Apply Early. A maximum of 600 applications are accepted on a quarterly basis.** Please **do not** contact area restaurants or Firehouse Subs Care center with grants questions.

### **What does the Firehouse Subs Public Safety Foundation support?**

Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities by providing lifesaving equipment and prevention education tools to first responders, non-profits and public safety organizations. All requests must fall within our funding guidelines via [firehousesubsfoundation.org/about-us/funding-areas](http://firehousesubsfoundation.org/about-us/funding-areas).

### **Are there items that your Foundation does not support?**

All requests must fall within our funding guidelines found on our website via [firehousesubsfoundation.org/about-us/funding-areas](http://firehousesubsfoundation.org/about-us/funding-areas). Examples of items that are not supported by our board of directors include:

- body cameras
- building exhaust removal systems
- crash data boxes
- dash cams
- drones and drone accessories
- exercise equipment
- guns/firearms/use of force equipment, riot gear, laser pointers (designators) & tasers
- inflatable bounce houses
- license plate readers
- Narcan & TruNar analyzers
- Cardiac Science Powerheart G3 AEDs & Philips FR3 AEDs
- Polar Breeze thermal rehabilitation systems

SAMPLE- Visit [FirehouseSubsFoundation.org](http://FirehouseSubsFoundation.org) to apply online.

- portable message signs
- power load stretchers
- promotional items including apparel, costumes & Pluggie the fire plug/Sparky the Fire Dog robots
- radar detectors
- recording devices
- refurbished equipment
- security systems & surveillance equipment
- stop sticks
- throw bots
- traffic road barriers

**Who can apply for this grant?**

Fire Departments, law enforcement, EMS, municipal & state organizations, public safety organizations, nonprofits and schools are encouraged to apply for lifesaving equipment.

**If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?**

We ask that grant recipients wait a minimum of two years from the date of approval before reapplying.

**Does the Foundation provide reimbursements for purchased equipment?**

No. If your organization has already purchased the equipment and is seeking reimbursement, please do not apply.

**What are the most common reasons a grant application is marked incomplete?**

- Quote is missing the required contact information and/or is not itemized
- Financials are outdated and/or do not include both revenues and expenses
- Alternate contact information is the same contact information as the main contact information
- The name of the organization is missing on the inventory and/or financials • W9 form is missing the required information

**Can my organization submit multiple grant applications?**

The Foundation does not accept more than one grant request per organization each quarter. If your organization receives a grant, please wait a minimum of two years from the date of approval to apply again.

**Is the Firehouse Subs Public Safety Foundation grant a matching grant?** There are no matching funds involved in our organization's grants program.

**If my request is more or less than \$20,000 will it be considered?**

\$15,000-\$25,000 is a guideline. Requests exceeding \$50,000 will be denied.

**What financial information should we provide?**

*Financials must show revenue and expenses and list the name of your organization, city or county. One of the following options must be submitted:* ○ A recent - within one month - Balance Sheet which consists of Assets and Liabilities ○ A recent - within one month - Profit & Loss Statement also called an Income Statement ○ A current year annual budget showing projected income and expenses ○ A previous year audit or 990

SAMPLE- Visit [FirehouseSubsFoundation.org](http://FirehouseSubsFoundation.org) to apply online.

### **What is needed for the required vendor quote/bid attachment?**

*You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes **MUST** meet the requirements below, please read carefully:*

- Vendor sales representative first and last name must be included on quote
- Vendor email address must be included on quote
- The name & *physical* address of your organization must be included
- The first & last name of a contact person from your organization must be included
- Only one vendor quote can be submitted. Your application will be marked incomplete if more than one quote is submitted.
- Quote must be itemized
- Online quotes will not be accepted
- Must be dated within six months of the application deadline
- Must contain *only* the item(s) pertaining to your grant request
- The total dollar amount and equipment quantities in the vendor quote **MUST MATCH** the total that your department is requesting on the application
- Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
- The cost of maintenance plans and extended warranties are not permissible
- Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify the vendor that you are applying for a grant from our Foundation.

### **What inventory information should I provide?**

Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory, and include the name of your organization on the document.

For first responders: The inventory documentation must list the name of your organization. Please include a list of apparatus, vehicles and other specialized equipment, if applicable. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE).

### **If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?**

Our Foundation focuses its resources in areas served by Firehouse Subs restaurants, however, we recognize the need of rural and volunteer departments throughout the country, and will consider applications outside of the 60-mile guideline.

### **When can we expect to find out if our grant has been approved or denied?**

Grant award notifications will be emailed to ALL applicants within two months after the grant deadline. Please do not contact the Foundation, restaurants or the Firehouse Subs Care Center with questions regarding your grant status.

### **Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?**

Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, or firearm simulators.



SAMPLE- Visit [FirehouseSubsFoundation.org](http://FirehouseSubsFoundation.org) to apply online.

**Does the Foundation only work with specific equipment vendors?**

No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand. Our goal is to provide the equipment that best fits the needs of our recipients, at the best possible price, to enable us to help more organizations.

**Does the Foundation fund requests for refurbished equipment? We**

do not accept grant requests for refurbished or pre-owned equipment.

**Does the Foundation fund requests for patent-pending equipment? We**

do not accept grant requests for patent-pending products.

**Does the Foundation accept requests for partial funding?**

We will consider requests for partial funding, however, the balance of funds must be secured and outlined within your grant request. Documentation of partial funding must be included as part of your background/history attachment.

**We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email [Foundation@FirehouseSubs.com](mailto:Foundation@FirehouseSubs.com).**

**Firehouse Subs Public Safety Foundation Scholarships Program FAQs**

**How can an individual apply for a Firehouse Subs Public Safety Foundation scholarship?**

The scholarship program is open to community members as well as Firehouse Subs employees planning to enroll in a part-time or full-time firefighter, law enforcement or emergency medical (paramedic or EMT) program at an accredited two- or four-year college, university or vocational technical school for the upcoming academic year. Click [here](#) to learn more.

**How can accredited schools apply for scholarship funding?**

Accredited schools can apply for scholarship funding in support of firefighter, law enforcement or emergency medical (paramedic or EMT) programs by completing the online grant applications via [grants.firehousesubs.com](http://grants.firehousesubs.com).

**We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email [Foundation@FirehouseSubs.com](mailto:Foundation@FirehouseSubs.com).**



SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

## ACCOUNT REGISTRATION

Applicant First Name\* \_\_\_\_\_

Applicant Last Name\* \_\_\_\_\_

Applicant Title\* \_\_\_\_\_

Email\* \_\_\_\_\_ (we prefer an official email address for your organization/department)

Applicant Cell Phone Number \* \_\_\_\_\_

\*Please note, this information cannot be edited once submitted.

## APPLICANT and DEPARTMENT INFORMATION

### Firehouse Subs Public Safety Foundation Grant Application

Organization/Department: (this must be your organization's official name) \_\_\_\_\_

Department Tax ID # (xx-xxxxxxx): \_\_\_\_\_

Mailing Address 1: \_\_\_\_\_

Mailing Address 2: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

Organization Phone Number: \_\_\_\_\_ Organization

Phone Extension: \_\_\_\_\_

Applicant Cell Phone Number: \_\_\_\_\_

Secondary Applicant\* First and Last Name: (must be different from main applicant first & last name)

\_\_\_\_\_

Secondary Applicant\* Cell Phone Number: (must be different from main applicant phone number)

\_\_\_\_\_

Secondary Applicant\* Extension: \_\_\_\_\_

Secondary Applicant\* Email Address: (must be different from main applicant email) \_\_\_\_\_

\* Contact information for **two separate individuals** must be included in order for your application to be considered.

SAMPLE- Visit [FirehouseSubsFoundation.org](http://FirehouseSubsFoundation.org) to apply online.

Communities Served: \_\_\_\_\_

Population: \_\_\_\_\_

Number of Runs/Calls for Service per Year (for fire, EMS and police only): \_\_\_\_\_

**Local Approval Pre-Qualifications** (Select the option that applies to your department/organization) ☐ As required by our community, this request has been presented and approved by our local government as part of our process when applying for external funding. ☐ Our jurisdiction requires approval from local officials once the award is granted.  
☐ Our jurisdiction does not require pre-approval from local officials.

SAMPLE

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

## **APPLICATION REQUEST INFORMATION**

*Please select the type of grant you are requesting:*

☒ **Equipment Donation/Prevention Education Items**

☐ **Scholarships/Continuing Education**

- Please note, our Foundation only reviews scholarship/continuing education grants connected with accredited schools
- For all-terrain wheelchair grant applications, email [foundation@firehousesubs.com](mailto:foundation@firehousesubs.com) to request a paper all-terrain wheelchair grant application, and please title the email All-Terrain Wheelchair Grant Request

### **EQUIPMENT DONATION/PREVENTION EDUCATION ITEMS**

**The Foundation will determine the procurement method if your grant is approved. The equipment purchase will be implemented in one of two ways:**

**1) The Foundation Team will purchase the requested equipment on your behalf**, and the vendor will ship it directly to your organization. Upon delivery, you must email a *signed & dated* copy of the packing slip to the Foundation.

OR

**2) You will receive a Memo of Understanding from the Foundation.** Once it is signed by both parties, you will receive funding via ACH Transfer to make your purchase according to the approved vendor quote. After you receive your equipment, you must email *signed and dated* copies of all invoices to the Foundation within one week of delivery.

What Equipment are you requesting? Please include the quantity of each item. \_\_\_\_\_

\_\_\_\_\_

Vendor company name: \_\_\_\_\_

Sales representative first and last name: \_\_\_\_\_

Sales representative email address: \_\_\_\_\_

What is the TOTAL cost of the equipment?

Include sales tax and shipping, where applicable. Requests exceeding \$50,000 will not be accepted.

\_\_\_\_\_

☐ I understand that in order to be considered for funding, the total dollar amount and equipment quantities listed on the submitted quote/bid must match the total above.

Has your department applied for this specific request in the past and been denied?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, how many times, prior to this application, has this request been submitted? \_\_\_\_\_

SAMPLE- Visit [FirehouseSubsFoundation.org](http://FirehouseSubsFoundation.org) to apply online.

Briefly explain how the equipment will benefit your community and your department.

---

This would have a direct impact on more than \_\_\_\_\_ children and \_\_\_\_\_ senior citizens in our community. (For prevention education items.)

### **COMMUNITY IMPACT**

Have you unsuccessfully reached out to the city for funds to purchase the equipment?

---

Was there a particular instance where a life would have been positively impacted if you would have had the equipment available?

---

---

What positive effects will the equipment specifically have? Please describe how the requested equipment or funding would benefit your local community. We ask that you do not cite national statistics.

---

### **SCHOLARSHIPS/CONTINUED EDUCATION REQUESTS**

**Please note:**

Our Foundation only reviews scholarships/continuing education grants connected with accredited schools.

For all-terrain wheelchair grant applications, please email [foundation@firehousesubs.com](mailto:foundation@firehousesubs.com) to request a paper All-Terrain Wheelchair Grant Request.

If you are requesting funds for scholarships or continued education:

How do you plan to use the funds requested? \_\_\_\_\_

---

What is the amount of funding you are requesting? \_\_\_\_\_

How many scholarships would the requested funding provide? \_\_\_\_\_

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

Please describe the selection and distribution process for the requested scholarship funding. \_\_\_\_\_

Has your department applied for this specific request in the past and been denied? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, how many times, prior to this application, has this request been submitted? \_\_\_\_\_

Please provide a detailed description of how the funding will assist your organization:

### **COMMUNITY IMPACT**

What positive effects will the funds specifically have? Please describe how the requested funding would benefit your local community. We ask that you do not cite national statistics.

### **FIREHOUSE SUBS RELATIONSHIP**

Address of Firehouse Subs location nearest you:

How far is this location from your department? \_\_\_\_\_ Miles

How did you hear about our organization? \_\_\_\_\_

Has your department received funding from Firehouse Subs Public Safety Foundation in the past two years?

This information will be verified, if submitted incorrectly it will result in an automatic denial. ☒ Yes ☐ No

It is strongly recommended and greatly appreciated that your organization acknowledges the donation by displaying our Foundation logo on donated items/equipment whenever possible. Please note that the artwork will need to be approved by our Foundation team before being displayed.

If approved for funding we may facilitate a media presentation/press event at a local Firehouse Subs restaurant to demonstrate the equipment and acknowledge the donation. It may take up to a year depending

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

on location and donation delivery timeframe. In the meantime, we ask that any immediate media announcements regarding the grant award be approved by the Foundation.

By applying, you grant Firehouse Subs Public Safety Foundation (the “Foundation”) permission to use your organization’s name and identifying trademarks in connection with this application and in connection with the Foundation’s solicitations for support.

Initial Acceptance

PIO (Public Information Officer) Name: \_\_\_\_\_

(If you do not have a PIO, please list a contact for event planning and publicity. This individual will need to be readily available by email and phone.)

PIO e-mail: \_\_\_\_\_ PIO phone number: \_\_\_\_\_

SAMPLE

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

**FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION**  
**PRINT/VIDEO RELEASE**

Applicant First and Last Name: \_\_\_\_\_

Applicant Organization: \_\_\_\_\_

Date: \_\_\_\_\_

The organization listed above, and its affiliates, hereby grant Firehouse Subs Public Safety Foundation, Inc., Firehouse Restaurant Group, Inc. (including its subsidiaries and affiliates) and its officers, directors, nominees, designees, successors, and assigns (hereinafter called "Producer"), permission to use, assign, convey, reproduce, copyright, and publish images or visual likenesses, names, and/or voices ("Personal Information") in any video, photograph, sound or other recording, and/or other media for commercial, informational, educational, advertising, or promotional purposes.

The organization hereby waives any right to inspect or approve the finished product or the advertising copy which may be used in connection therewith, or the use to which it may be applied.

The organization hereby releases, discharges, and agrees to hold harmless Producer from any liability of any nature or description by virtue of any use whatsoever of Personal Information, whether intentional or otherwise, including but not limited to any change that may occur or be produced in the taking of said pictures or images or in the recording of any sound, or in any processing in connection with the completion of the finished product.

☐ By checking this box, the organization listed above, and its affiliates, agree to the terms of the print/video release.

## APPLICATION CHECKLIST

**Before submitting, please check that your application has been submitted completely by reviewing the checklist below. Your application will not be considered if any of information requested throughout the application is missing.**

### Applicant & Alternate Contact Information

- Main applicant contact information must differ from alternate contact information
  - First and last name, email address and phone number must differ

### Background/History Attachment

- Has the following documentation been submitted?
- Background/History- Brief history of your department or organization, and how this grant will benefit your community

### Vendor Equipment Quote/Bid

- Does the submitted vendor equipment quote/bid include the following information?
  - Vendor sales representative first and last name
  - Vendor email address
  - The name & *physical* address of your organization
  - The first & last name of a contact person from your organization
  - Only one vendor quote has been submitted
  - The quote must be itemized
  - The quote is dated within six months of the application deadline
  - The quote *only* includes item(s) pertaining to your grant request
  - The total dollar amount and equipment quantities in the vendor quote **MATCH** the total that your department is requesting
  - Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
  - Sales tax and freight charges are included, if applicable

Please note: The cost of maintenance plans and extended warranties are not permissible and should not be included in submitted quotes.

### Most Recent Financial Information

- Does the submitted financial information include the following information?
  - The organization, city or county name
  - Both revenue and expenses
  - One of the following:
    - A recent - within one month - Balance Sheet which consists of Assets and Liabilities
    - A recent - within one month - Profit & Loss Statement also called an Income Statement
    - A current year annual budget showing projected income and expenses
    - A previous year audit or 990



### **Equipment Inventory**

- Does the submitted equipment inventory include the following information?
  - Organization name
  - A list of your organization's apparatus, vehicles and other specialized equipment

NOTE: Equipment inventory is only required for first responder organizations. If your organization does not have apparatus, vehicles or specialized equipment, please ensure a document is attached noting the organization does not have any applicable inventory.

### **Internal Revenue Service Form W-9 (Rev. October 2018) •**

Does the submitted W-9 include the following requirements?

- Name as shown on your income tax return
- Entity Name, *if different from line 1*
- Federal Tax Classification (including Other explanation if required)
- Exempt payee code (if any)
- Address
- City, State & Zip Code
- Employer ID Number
- Signed by an official of the organization
- Dated no more than one year from the submission date of this application

# City Council Meeting

## Agenda Item

### Data Sheet

**Meeting Date:** November 6, 2023

**Topic:**

Approve the City Manager to execute the necessary documents for a grant application from Firehouse Subs, in an amount not to exceed \$12,000, for the purchase of a Fire Prevention and Education Smokehouse.

**Background:**

Firehouse Subs opened their grant application period on January 11<sup>th</sup>, 2024. The Fire Department intends to proceed with submitting the grant application for the inflatable smoke house. There are no matching funds for this grant, we will be asking for an amount not to exceed \$12,000 which should include the following for the inflatable smokehouse. The Fire Department's intention with this smokehouse is to deploy it at special events, firehouse open houses, elementary schools and other venues to promote fire safety in the home.

Unit Includes:

Blower

Storage and Carrying bag

Sand Bag Covers

Tie Downs

Dept Badge and Name Banners

2 Doors

4 Windows

4 Skylights

2 Year Warranty on Manufacturer Defects (Inflatable only)

**Origination:** Fire Department

**Recommendation:**

Approval

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, specify Account Number: # \_\_\_\_\_

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

**Signed:** Joe Sykora 01/08/2024 **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

















**STEP 1:**  
**DO YOU SEE SMOKE?**

**YES**  
**PLACE DAMP CLOTH UNDER DOOR**

**NO**  
**CONTINUE TO STEP 2**



**STEP 2:**  
**TOUCH THE DOOR**

**IS THE DOOR WARM OR HOT?**



**YES**  
**DO NOT OPEN DOOR**



**NO**  
**CONTINUE TO STEP 3**

**STEP 3:**  
**TOUCH THE DOOR KNOB**  
**WITH YOUR FINGER TIPS ONLY!**

**IS THE DOOR KNOB HOT?**

**YES**  
**DO NOT OPEN DOOR**  
**USE YOUR SECOND WAY OUT**

**NO**  
**IT MAY BE SAFE TO EXIT**  
**USING THIS DOOR**

























screen  
is securely in place when you get  
which is meant to protect against  
and reduce the risk of possible harm.

it stays hot  
please and maintaining the heat  
with, even when heat is off and on again.

r kids  
children and guests during and after.

nables away  
natural events are allowed. Furniture, drinks,  
placed at least 10 feet away from the  
chairs. This includes both sides and all.

t  
on your fireplace will ensure it is  
ation.

WELCOME  
TO OUR  
FIREHOUSE











# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: January 15, 2024

#### Topic:

Approve a purchase from K2 Controls, as a sole source provider, for an odorant injection system for the Grand Parkway Natural Gas Gate for a not-to-exceed amount of \$53,820, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2023-2024 Capital Improvement Budget.

#### Background:

To adequately service the new development on the south side of the city limits, including the Lovett Industrial and Grand Parkway Town Center developments, the City identified a need for an additional gas gate. Currently there are no gas distribution lines in the immediate vicinity of these developments, so an additional gas gate is necessary to provide service.

Staff worked with Kinder Morgan to develop a plan for the design and construction of an interconnect to service the proposed Grand Parkway natural gas gate, and worked with our consultant, Engineering Utility Services, Inc., to design the City's gas gate.

Due to the extended lead times for certain equipment and material needed for the construction of the gas gate, the City will procure certain materials in anticipation of the bid and construction. This item approves the purchase of an odorant injection system as well as start-up and commissioning assistance and equipment instruction for the Grand Parkway natural gas gate that is pending construction.

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

<b>Project Element</b>	<b>Total Contracts</b>	<b>Remaining Contract Amount</b>
Engineering – EUSI	\$29,702.50	\$7,400.00
Kinder Morgan	\$236,762.00	\$0.00
Equipment Pre-Procurement – K@	\$53,820.00	Pending
Equipment Pre-Procurement – Koons	\$37,842.00	Pending
Equipment Pre-Procurement – KingTool	\$10,256.00	Pending
Gas Gate Construction	\$275,000.00	Pending
<b>Project Budget \$720,000.00</b>	<b>Total Contracts \$643,382.50</b>	<b>Remaining Funding \$76,617.50</b>

This item authorizes a purchase from K2 Controls, as a sole source provider, for an odorant injection system for the Grand Parkway Natural Gas Gate.

**Origination:** Public Works Department

**Recommendation:**

Staff recommends approving the purchase from K2 Controls, as a sole source provider, for an odorant injection system for the Grand Parkway Town Center for a not-to-exceed amount of \$53,820.

**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 \_\_\_\_\_ # \_\_\_\_\_ To account # \_\_\_\_\_  
account \_\_\_\_\_

Signed Meagan Mageo Approved by \_\_\_\_\_  
Staff Member Date City Manager Date



Providing Quality Products to the Energy Industry

4420 FM 1960W Ste 116 / HOUSTON, TX. 77068 / 281.583.0551 (P) / 281.583.9846 (F) / [www.k2controls.com](http://www.k2controls.com)

Date December 15, 2023  
Company Engineered Utility Solutions, Inc.  
Contact Jeff Rogers  
Email JRogers@eutilsolutions.com  
Quotation 20231215.Engineered Utility.6300-60.YZ.k2.LM.Rev1

Thank you for your interest in our products. You will find our quotation below. Should you favorably consider this quotation, k2controls will provide support and service to ensure the success of your application.

1. One (1) YZ Model **6300GE-02C-1S3**. The NJEX System represents a "Total System" approach to odorization of natural gas. This design approach provides for proportional-to-flow odorant injection, odorization measurement, system monitoring, and alarm notification, this system includes:

1 - NJEX 6000 Injection Pump, Featuring:

- \* Patented segregated pneumatic plunger pump design
- \* .10 cc/stroke adjustable displacement
- \* 316 stainless steel construction
- \* complete purge capability for odor sensitive maintenance
- \* cartridge style check valve for quick replacement during maintenance

1 - N-300 Controller Featuring:

- \* solar charged, self-contained battery system standard on all systems
- \* local and remote programming access
- \* locally displayed system performance data and programming information via a 4 line 20 character alphanumeric display
- \* remote communication of performance and programming information through the use of ModBus protocol or proprietary Sentry4 Software. System supports both RTU and ASCII formats
- \* two RS-485 commlinks which are configurable for either redundant SCADA communication or one SCADA commlink and one direct Sentry-4 commlink
- \* certified intrinsically safe application suitable for use in Class I Division 1 Group C/D Hazardous Areas

1 - VM-1000 Verometer Featuring:

- \* simple known volume measurement design with one moving part
- \* temperature compensation of injected volume
- \* 316 stainless steel construction
- \* measurement accuracy exceeding 1%

1 - Sentry4 Monitoring Software System Featuring:

- \* QuikView screen for real time online sub-system system performance monitoring
- \* graphic sub-system performance analysis capability
- \* hourly and daily odorant usage reporting
- \* paperless audit trail system
- \* detailed event logging
- \* compatible with Windows 95/98/2000/NT
- \* NOTE - optional with purchase of Sentry4 Software

1 - NJEX 60 Gallon Odorant Storage Tank Featuring:

- \* 60 gallon ASME coded carbon steel tank, horizontally configured, finished with an Abrasion-resistant, high-gloss, industrial grade epoxy exterior coating finish
- \* electronic odorant level gauge
- \* connections for the following operational functions; level indications, tank fill, tank vapor return, NJEX odorant supply and tank blanket gas
- \* NJEX fitting and valve package designed for odorant service, including ASME codes stamped relief valve, pressure gauge, valves and fittings

1 - Structural Steel Containment Skid featuring:

- \* galvanized carbon steel construction
- \* mounting locations for the NJEX odorant injection system and 60 gallon tank
- \* 110% containment volume

1 - NJEX Odorant Storage Tank Interconnect Featuring:

- \* factory mounting of the NJEX system and the 60 gallon storage tank on the skid
- \* includes all fittings, valves, tubing connections and testing required to integrate the major components of the system

1 - Enclosure Featuring:

- \* stainless steel cabinet
- \* pole mounted

1 - Odorant Filter Featuring:

- \* anodized aluminum construction
- \* replaceable filter elements

Price Each \$ 46,100.00



2. One (1) YZ Model **C5-0303**, Odorant Injection Probe Assembly, includes sight glass, stainless steel ball valve and probe, 1/2" NPT connection.

Price each \$ 1,800.00

3. One (1) YZ Model **C4-0018**, Gas Scrubber, large volume, 15 gallon.

Price each \$ 1,070.00

4. One (1) YZ Model **59207**, Back Pressure Regulator Assembly, includes gauge and valve (required if pipeline pressure is ever below 250 psig). Note: Old part # A3-0199.

Price each \$ 2,040.00

5. One (1) YZ Model **A3-0024**, External check valve.

Price each \$ 260.00

**Equipment Total \$ 51,270.00**

Documentation	Noted
FOB	Ivyland, PA
Delivery	Estimated 13 - 15 working weeks ARO
Terms	Net 30 Days WAC
Price Validity	30 Days

*Note - YZ Systems provides our customers with one (1) copy of Installation & Operation Manual for documentation. Additional copies are available at additional cost. Requests for additional documentation, drawings are subject to charge. Please let us know specifically what documentation is required.*

**If Purchase Order is awarded, it should be in favor of;**

**Milton Roy LLC**  
**8825 N. Sam Houston Pkwy West**  
**Houston, TX 77064**  
**Reference: 20231215.Engineered Utility.6300-60.YZ.k2.LM.Rev1**

Sincerely,

Luke Masone  
**k2controls, inc.**  
 Luke.Masone@k2controls.com



## NJEX Safety Installation/Service

This information is included in order to remind you of safety issues related to installing and/or servicing NJEX Systems. For YOUR safety be sure to follow ALL related safety precautions when servicing and/or installing a NJEX System.

**1. Units are installed in a Class I, Div. I, Group C or D Hazardous Areas.**

**\*\*Class I, Division I:** A location (1) in which ignitable concentrations of flammable gases or vapors can exist under normal operating conditions; (2) in which ignitable concentrations of such gases or vapors may exist frequently because of repair or maintenance operations or because of leakage; or (3) in which breakdown or faulty operation of equipment or processes might release ignitable concentrations of flammable gases or vapors and might also cause simultaneous failure of electrical equipment that could act as a source of ignition.

**\* Group C:** Atmospheres containing Cyclopropane, ethyl ether, ethylene, hydrogen sulfide, or gases or vapors of equivalent hazard.

**\* Group D:** Atmospheres such as acetone, alcohol, ammonia, benzene, benzol, butane, gasoline, hexane, lacquer solvent vapors, methane, naphtha, natural gas, propane, or gases or vapors of equivalent hazard.

**2. I.S. Barriers should be installed between the NJEX System and any other Device it may be connected to electrically.**

**3. Di-electric fittings should be installed between the NJEX System and all connections to the pipeline (both gas and liquid lines).**

**4. NJEX Systems should be grounded in accordance with the Wiring Control Document for the NJEX System and your local electrical code.**

**5. Flammable atmospheres can be ignited by sparks or hot surfaces arising from the use of electrical power. Other possible sources of ignition are electrostatic discharges and frictional sparking. The hot surfaces can be those of enclosures, components and light sources. Under fault conditions electrical connections may become over-heated and cause arcs or sparks. In addition, sparks may be the result of the discharge of stored energy or from switching. A number of methods of protecting against ignition have been established. Be sure your area is safe before performing any maintenance procedures.**



Providing Quality Products to the Energy Industry

4420 FM 1960W Ste 116 / HOUSTON, TX. 77068 / 281.583.0551 (P) / 281.583.9846 (F) / [www.k2controls.com](http://www.k2controls.com)

Date December 15, 2023  
Quotation 20231215.Engineered Utility.StartUp.YZ.K2.LM.Rev1  
Company Engineered Utility Solutions, Inc.  
Contact Jeff Rogers  
Email JRogers@eutilsolutions.com

Thank you for your interest in our products. You will find our quotation below. Should you favorably consider this quotation; k2controls will provide support and service to ensure the success of your application.

1. One (1) K2controls model **FSJMYZ**, NJEX Start-up & Commissioning assistance and equipment instruction.

The following items must be completed by the customer *prior* to the arrival of the K2controls technician for Start-up:

- YZ NJEX unit fully installed and grounded
- Ensure all tubing is connected
- Ensure all wiring is landed
- Fill 80% of odorant in your storage tank
- Flowing gas in order to test

Upon arrival, the K2controls technician will ensure/test all connections are made properly, tighten all fittings, and introduce air supply and odorant after this testing has been completed. Please DO NOT introduce odorant, power, or air supply to the system.

Price per NJEX unit for local region \$2,550.00\*\*

*\*\*Additional charges will apply if Start-up is not completed in one day.*

FOB	Destination
Delivery	TBD – <b>Start Up</b> to be scheduled by customer in advance once Start-up date is determined. Please contact Jacob McLendon at 281-961-1915 to schedule your Start-up service or if you have any questions.
Terms	Net 30 Days WAC
Price Validity	30 Days

If Purchase Order is awarded, it should be in favor of;

**K2controls, inc.**  
**4420 FM 1960 West**  
**Suite 116**  
**Houston, TX 77068**  
**Reference: 20231215.Engineered Utility.StartUp.YZ.K2.LM.Rev1**

Sincerely,

Luke Masone  
**k2controls, inc.**  
Luke.Masone@k2controls.com

#### TERMS AND CONDITIONS

- 1) This quote is valid for 30 days unless otherwise specified.
- 2) All items listed as stock are subject to prior sale.
- 3) Lead times are an estimate based on information provided by the manufacturer and current delivery trends.
- 4) Delivery schedules are contingent upon strikes, accidents, fires, acts of God, availability of materials and all other causes beyond the manufacturer's control.
- 5) K2controls, inc. is a representative and/or distributor for this product(s) and will never under any circumstances agree to accept customer terms that hold K2controls liable for damages as a result of late shipment(s) from a manufacturer or fabricator.
- 6) K2controls, inc. reserves the right to correct any errors that may be contained in this proposal, clerical or otherwise.
- 7) Pricing is subject to change based on manufacturers pricing schedules at the time of shipment and invoicing. K2controls, inc. is not responsible for manufacturer price changes.
- 8) Freight/shipping is not included in price unless otherwise noted.
- 9) Tariffs may apply and will be passed through upon invoicing.



*an Accudyne Industries brand*

*Milton Roy - YZ Systems  
8825 N. Sam Houston Pkwy W.  
Houston TX 77064  
(281) 362-6500  
fax (281) 362-6513*

June 7, 2023

DeWayne Osgood  
City of Tomball, Texas

**Re: Representation**

This letter is to confirm that Milton Roy LLC (YZ Systems Division) is the sole manufacturer of NJEX Odorant Injection Systems.

K2 Controls with corporate office in Houston Texas is our sole Sales & Service Representative in Tomball, Texas. K2Controls should be contacted for quotations on YZ division products.

If you have questions, please don't hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Mary Weller'.

Mary Weller  
Inside Sales Manager  
Milton Roy LLC – YZ Division  
[Mary.Weller@miltonroy.com](mailto:Mary.Weller@miltonroy.com)

**AGREEMENT REGARDING GAS SERVICE TO MACY'S AT 19201 HAMISH ROAD  
IN TOMBALL, TEXAS**

This Agreement Regarding Gas Service to Macy's at 19201 Hamish Road in Tomball, Texas ("Agreement") is entered into by and between the City of Tomball, Texas ("City") and LIT INTERCHANGE 249 HANKS OWNER, LLC, a Delaware limited liability company ("Owner") (collectively, "Parties").

**RECITALS**

WHEREAS, the City owns and operates the gas system within the city limits of Tomball, Texas.

WHEREAS, Owner is developing a Macy's distribution and logistics center at 19201 Hamish Road in Tomball, Texas ("Macy's"), which requires gas service.

WHEREAS, City has the gas supply capacity to serve Macy's.

WHEREAS, City is in the process of constructing the necessary infrastructure to provide gas service to Macy's.

WHEREAS, following City's completion of the necessary services lines and gas supply gate, the Parties agree that City will provide gas service to Macy's.

WHEREAS, the Parties agree that Owner may develop additional commercial buildings at 19201 Hamish Road and on adjacent land in the future that require gas service, but this Agreement only applies to gas service for Macy's.

WHEREAS, the Parties understand that any current estimate of City's costs to build the necessary gas service lines and city gas supply gate to accommodate Macy's is subject to change based on factors including, but not limited to, material costs, labor costs, and engineering assessments.

WHEREAS, City desires to assist Owner with obtaining reimbursements for Owner's contribution in aid of construction of the proposed gas service line and city gas supply gate from the City of Tomball Tax Increment Reinvestment Zone Number Three (the "TIRZ"), including obtaining and maintaining Owner's eligibility for such reimbursements from the TIRZ, amending the TIRZ Preliminary Project Plan and Reinvestment Zone Financing Plan (the "TIRZ Finance Plan and Project Plan"), and ultimately finalizing and obtaining the necessary approvals for the TIRZ Finance Plan and Project Plan to include the gas service line.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, City and Owner agree as follows:

## **AGREEMENT**

### **I. Commencement of City Gas Services to Macy's**

City expects to complete construction of the service lines and gas gate necessary for providing gas service to Macy's by April 2024 ("Expected Service Date").

Owner will use gas service from CenterPoint ("CPE") until the Expected Service Date, or until such other time as City's service lines and gas supply gate are complete and City can begin providing gas service to Macy's.

Owner must terminate service with CPE and begin obtaining gas service from City for Macy's no later than 30 days from the date City's construction of the necessary service lines is complete.

### **II. Contribution in Aid of Construction**

Owner must provide a contribution in aid of construction ("CIAC") for the City's construction of the city gas supply gate and appurtenances that amounts to 30% of the total project cost. Prior to commencing construction of the gas service lines, City and Owner must agree to the location and routing of the gas service lines, the anticipated schedule for construction of the gas service lines, and a detailed estimated cost of construction for gas service lines (collectively, the "Service Line Plans"). City's and Owner's approval of the city gas supply gate and appurtenances Plans shall not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, Owner may withhold approval if the proposed routing and location of the gas service line would adversely affect Owner's or Owner's affiliate's development of 19201 Hamish Road, Tomball, Texas 77377 and the adjacent real property. Further notwithstanding Owner's share of CIAC will not exceed \$240,000.00.

Throughout the construction process, City will periodically notify Owner of the costs of constructing the necessary service lines to provide gas service to Macy's.

### **III. Remedies in Event of Default**

In addition to all rights and remedies prescribed by the laws of the State of Texas, in the event of a breach of this Agreement by either party, the other party shall be entitled, but not limited to, specific performance or a writ of mandamus to compel any necessary action by the breaching party. In the event that a party seeks monetary damages, the breaching party shall be required to pay for the non-breaching party's attorneys' fees and court costs.

### **IV. Effective Date and Expiration**

This Agreement becomes effective as of the date of the last signature by either party. This Agreement shall automatically expire upon on the earlier of the following to occur: (a) first

(1<sup>st</sup>) day the City provides gas service to Macy's, or (b) 2 years after effective date of this Agreement.

**V. Severability**

If any provision contained in this Agreement is held to be invalid, unconstitutional, or unenforceable, the remaining provisions shall be deemed severable and shall remain in full force and effect.

**VI. Recitals**

Each of the recitals contained herein, by this reference, shall be incorporated into, and deemed a part of, this Agreement.

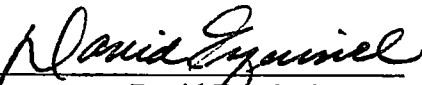
**VII. Modification of Agreement**

This Agreement cannot be modified or amended without the written consent of the Parties attached to and made part of this Agreement.

*[signature page to follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement with an effective date as set forth by Section IV of this Agreement.


**CITY OF TOMBALL**

By:   
Name: David Esquivel  
Title: City Manager  
Date: 05/02, 2023

**LIT INTERCHANGE 249 HANKS OWNER, LLC,**  
a Delaware limited liability company

By: Interchange 249 Business Park, LP,  
a Texas limited partnership  
its Managing Member

By: Interchange 249 Business Park GP, LLC,  
a Texas limited liability company  
its General Partner

By:   
Name: Charles F. Meyer, Jr.  
Title: Authorized Signatory



**AGREEMENT REGARDING GAS SERVICE TO GRAND PARKWAY TOWN  
CENTER AT southwest corner of Grand Parkway and State Highway 249 IN TOMBALL,  
TEXAS**

This Agreement Regarding Gas Service to GRAND PARKWAY TOWN CENTER at the southwest corner of Grand Parkway (SH 99) and State Highway 249 in Tomball, Texas ("Agreement") is entered into by and between the City of Tomball, Texas ("City") and A-K 133 HWY 249 - Grand Parkway, L.P ("Owner") (collectively, "Parties").

**RECITALS**

WHEREAS, the City owns and operates the gas system within the city limits of Tomball, Texas.

WHEREAS, Owner is developing GRAND PARKWAY TOWN CENTER, Commercial Development, at the southwest corner of Grand Parkway (SH 99) and State Highway 249 in Tomball, Texas ("GRAND PARKWAY TOWN CENTER"), which requires gas service.

WHEREAS, City has the gas supply capacity to serve GRAND PARKWAY TOWN CENTER.

WHEREAS, City is in the process of constructing the necessary infrastructure to provide gas service to GRAND PARKWAY TOWN CENTER.

WHEREAS, following City's completion of the necessary services lines and gas supply gate, the Parties agree that City will provide gas service to GRAND PARKWAY TOWN CENTER.

WHEREAS, the Parties agree that Owner may develop additional commercial buildings at the above mentioned property and on adjacent land in the future that require gas service, but this Agreement only applies to gas service for GRAND PARKWAY TOWN CENTER.

WHEREAS, the Parties understand that any current estimate of City's costs to build the necessary gas service lines and city gas supply gate to accommodate GRAND PARKWAY TOWN CENTER is subject to change based on factors including, but not limited to, material costs, labor costs, and engineering assessments.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, City and Owner agree as follows:

**AGREEMENT**

**I. Commencement of City Gas Services to GRAND PARKWAY TOWN CENTER**



City expects to complete construction of the service lines and gas gate necessary for providing gas service to GRAND PARKWAY TOWN CENTER by April 2024 ("Expected Service Date").

## **II. Contribution in Aid of Construction**

Owner must provide a contribution in aid of construction ("CIAC") for the City's construction of the city gas supply gate and appurtenances that amounts to 33.33% of the total project cost. Prior to commencing construction of the gas service lines, City and Owner must agree to the location and routing of the gas service lines, the anticipated schedule for construction of the gas service lines, and a detailed estimated cost of construction for gas service lines (collectively, the "Service Line Plans"). City's and Owner's approval of the city gas supply gate and appurtenances Plans shall not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, Owner may withhold approval if the proposed routing and location of the gas service line would adversely affect Owner's or Owner's affiliate's development of the **southwest corner of Grand Parkway (SH 99) and State Highway 249**, Tomball, Texas 77377 and the adjacent real property.

Throughout the construction process, City will periodically notify Owner of the costs of constructing the necessary service lines to provide gas service to GRAND PARKWAY TOWN CENTER.

## **III. Remedies in Event of Default**

In addition to all rights and remedies prescribed by the laws of the State of Texas, in the event of a breach of this Agreement by either party, the other party shall be entitled, but not limited to, specific performance or a writ of mandamus to compel any necessary action by the breaching party. In the event that a party seeks monetary damages, the breaching party shall be required to pay for the non-breaching party's attorneys' fees and court costs.

## **IV. Effective Date and Expiration**

This Agreement becomes effective as of the date of the last signature by either party. This Agreement shall automatically expire upon the earlier of the following to occur: (a) first (1<sup>st</sup>) day the City provides gas service to GRAND PARKWAY TOWN CENTER, or (b) 2 years after effective date of this Agreement.

## **V. Severability**

If any provision contained in this Agreement is held to be invalid, unconstitutional, or unenforceable, the remaining provisions shall be deemed severable and shall remain in full force and effect.



## **VI. Recitals**

Each of the recitals contained herein, by this reference, shall be incorporated into, and deemed a part of, this Agreement.

## **VII. Modification of Agreement**

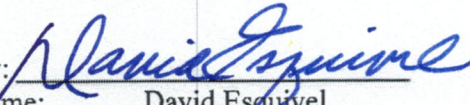
This Agreement cannot be modified or amended without the written consent of the Parties attached to and made part of this Agreement.

*[signature page to follow]*




IN WITNESS WHEREOF, the Parties have executed this Agreement with an effective date as set forth by Section IV of this Agreement.

**CITY OF TOMBALL**

By:   
Name: David Esquivel  
Title: City Manager  
Date: \_\_\_\_\_, 2023

A-K 133 HWY 249 Grand Parkway, LP

By:   
Name: Steven D. Alvis  
Title: Manager

# City Council Meeting Agenda Item Data Sheet

Meeting Date: January 15, 2024

**Topic:**

Consideration, discussion, and provide staff direction on the recommended Charter Amendments.

**Background:**

During the Special Joint Meeting Workshop with the City Council and Charter Review Commission at 5 pm, the final recommendations were presented.

This agenda item will provide the Council with an opportunity to make any changes and/or further recommendations because of this discussion. Staff asks Council to provide direction that will enable staff to draft the necessary verbiage of the ordinance calling for the Special Election and Public Hearing during the 2/5/2024 Regular City Council meeting.

**Origination:**

**Recommendation:**

n/a

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 _____	Approved by _____
Staff Member _____	City Manager _____
Date _____	Date _____

# City Council Agenda Item Data Sheet

Meeting Date: January 15, 2024

**Topic:**

Consider abandonment of a City of Tomball unimproved right-of-way and adopt, on First Reading, Ordinance No. 2024-01, an Ordinance of the City of Tomball, Texas, finding and determining that public convenience and necessity no longer require the continued existence of an unimproved right-of-way between Barbara Street and Alma Street, all situated in the Northwest Houston Heart Center Plat as recorded in Volume 621, Page 269 of the Map Records of Harris County, Texas; vacating, abandoning, and closing said portion of such unimproved right-of-way; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the City's interest in said unimproved right-of-way; and containing other provisions relating to the subject.

**Background:**

Holderrieth Campus Property Management, LLC has requested abandonment of an existing City of Tomball unimproved right-of-way to allow for the expansion of the Northwest Houston Heart Center at the northwest corner of Holderrieth Boulevard and Alma Street. The unimproved right-of-way is not needed for roadway purposes; however an overlapping public utility easement will be dedicated where it exists to accommodate existing and future public utilities. For this reason, Community Development has no concerns with the proposed abandonment.

**Origination:**

Holderrieth Campus Property Management, LLC

**Recommendation:**

Approval

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, specify Account Number: # \_\_\_\_\_

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

**Signed:** \_\_\_\_\_ **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

**ORDINANCE NO. 2024-01**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF AN UNIMPROVED RIGHT-OF-WAY BETWEEN BARBARA STREET AND ALMA STREET, ALL SITUATED IN THE NORTHWEST HOUSTON HEART CENTER PLAT AS RECORDED IN VOLUME 621, PAGE 269 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS; VACATING, ABANDONING, AND CLOSING SAID PORTION OF SUCH UNIMPROVED RIGHT-OF-WAY; AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY SECRETARY TO ATTEST A QUITCLAIM DEED QUITCLAIMING THE CITY'S INTEREST IN SAID UNIMPROVED RIGHT-OF-WAY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

\* \* \* \* \*

**WHEREAS**, the City of Tomball, Texas ("City") owns a twenty (20) foot unimproved right-of-way containing 0.1377 acres of land being out of the Northwest Houston Heart Center Plat; and

**WHEREAS**, the City Council of the City has determined that public necessity and convenience no longer require the existence of the unimproved right-of-way; and

**WHEREAS**, the City Council has determined that the unimproved right-of-way should be vacated, abandoned, and closed for the reason that it is no longer needed by the City; and

**WHEREAS**, the City Council desires to convey the unimproved right-of-way to the owner of the property on which the unimproved right-of-way exists; now, therefore,

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

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



**Section 2.** That the City Council of the City of Tomball, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of the unimproved right-of-way described in Section 3 hereof.

**Section 3.** That the portion of that certain City of Tomball unimproved right-of-way containing 0.1377 acres of land being out of the Northwest Houston Heart Center Plat as recorded in Volume 621, Page 269 of the Map Records of Harris County, Texas is hereby vacated, abandoned, and closed.

**Section 4.** That the City Manager is authorized to execute a quitclaim deed quitclaiming the unimproved right-of-way described in Section 3 hereof to the owners of the property on which the unimproved right-of-way is located.

FIRST READING:

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

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

SECOND READING:

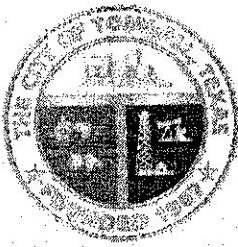
READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 2024.

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

LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary



## CITY OF TOMBALL

### RIGHT-OF-WAY ABANDONMENT REQUEST APPLICATION

Please provide the following information & return your submittal to the City Manager's Office,  
401 Market St., Tomball, Texas 77375.

#### Minimum Submittal Requirements

- ☐ \$1,000 application fee;
- ☐ Detailed description of entire limits or extent of the ROW and the limits to be abandoned, if different;
- ☐ Five (5) copies of the Boundary Survey and metes & bounds description of the ROW to be abandoned;
- ☐ Electronic File (PDF) of Boundary Survey and metes & bounds description of the ROW to be abandoned;
- ☐ Copy of letters to utility providers, drainage districts, and/or other interested agencies stating they have been notified of the requested ROW abandonment;
- ☐ Letter of "No Objection" from each of the concerned entities; and
- ☐ Completed and signed application form.

#### Applicant Information

Name HOLDERRIETH CAMPUS PROPERTY MANAGEMENT, LLC

Mailing Address 10402 CREEKBEND SHORE DRIVE

City CYRPESS State TX Zip Code 77433

Phone Number 281 - 351 - 4911

Fax Number \_\_\_\_\_

E-mail Address houstonheartcenter@yahoo.com

#### Agent or Engineer Information

Name CIVIL SYSTEMS ENGINEERING, INC.

Mailing Address 1202 LAKE POINTE PARKWAY

City SUGARLAND State TX Zip Code 77478

Phone Number 832 - 444 - 5918

Fax Number \_\_\_\_\_

E-mail Address khertrand@cseengineers.com

We, the undersigned property owners of

**NORTHWEST HOUSTON HEART CENTER, LOT 1 IN BLOCK 1 AND  
MAIN STREET ADDITION LOTS 1, 2, 11 AND 12 IN BLOCK 6**

(name of subdivision, lot, and block number)

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

**Adjacent Property Owners Signatures**

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

1. **DAVID R & MARGARET L BURKE / 305 LAWRENCE STREET, TOMBALL, TX 77375 / HCAD 0670990060009**

2. *David R. Burke / Margaret L. Burke*

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

**Certification**

I, **DR. ADNAN ASLAM**, being one of the above named persons, do hereby  
certify that the above named persons include all abutting property owners of the property being vacated  
and released.

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

**THE ALLEY ABANDONMENT WILL FACILITATE THE FUTURE EXPANSION OF THE NWHHC MEDICAL OFFICE  
AND COMPLIANCE WITH CITY ORDINANCES AND STANDARDS. THE ABANDONMENT WILL POSE NO  
ADVERSE IMPACT TO EXISTING CITY FACILITIES OR PRIVATE UTILITIES.**

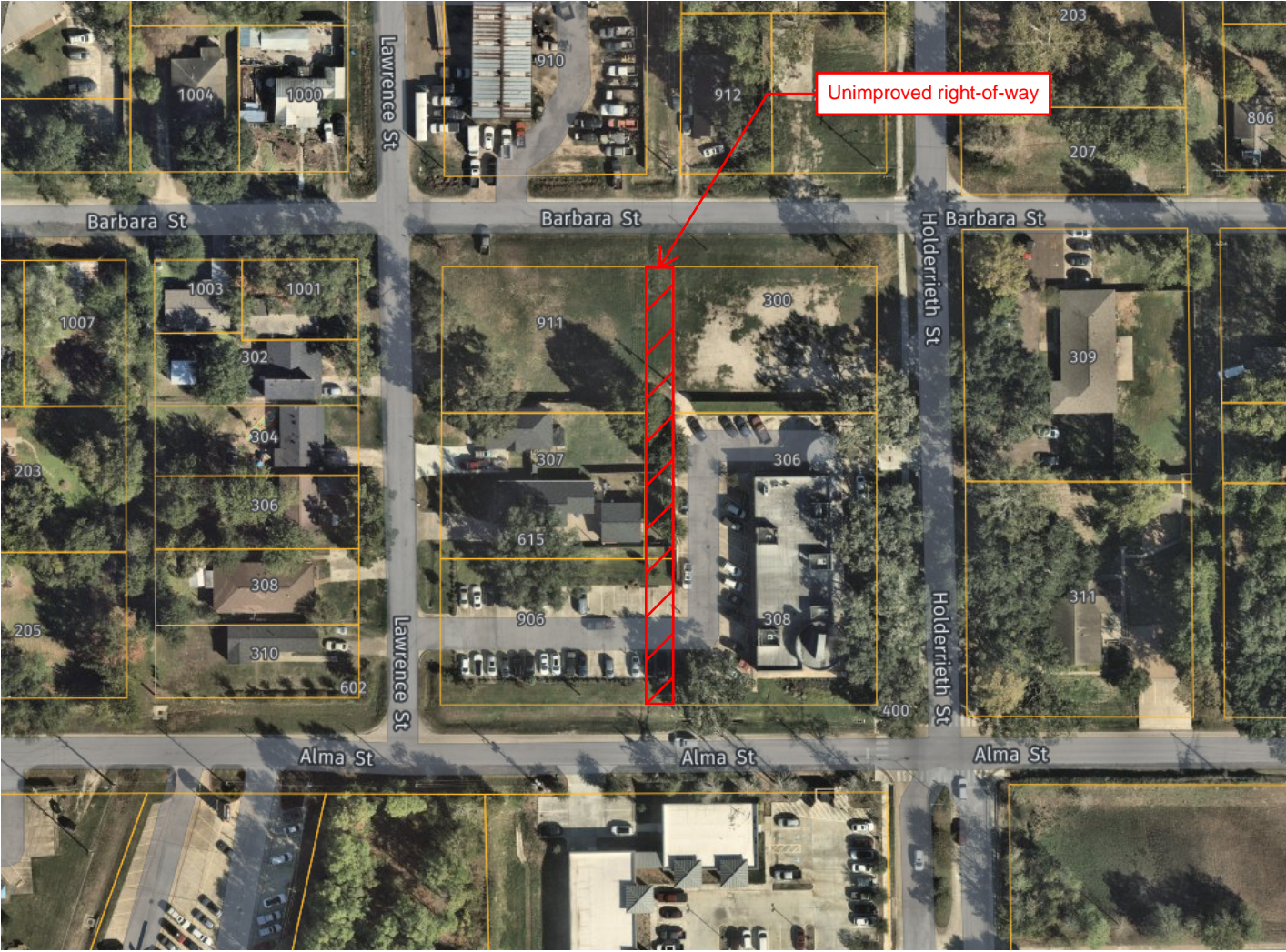
(Signature)

*[Signature]*  
*12/22/23*

(Printed Name)

**AHMAD ADNAN ASLAM  
DR. ADNAN ASLAM**

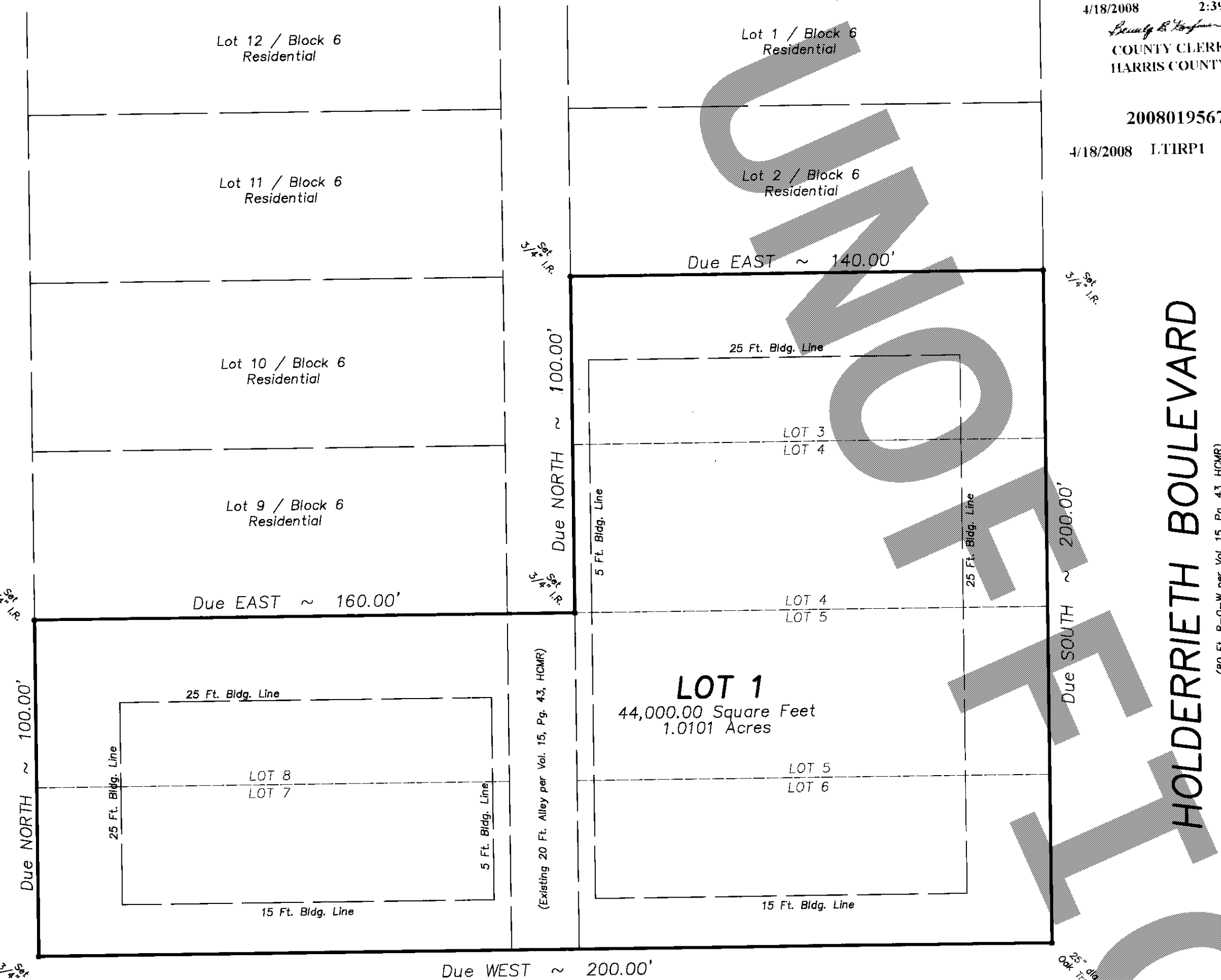
# Location Map





SCALE: 1" = 30 Ft.  
0 10 20 30

LAWRENCE AVENUE  
(60 Ft. R-O-W per Vol. 15, Pg. 43, HCMR)



ALMA STREET  
(60 Ft. R-O-W per Vol. 15, Pg. 43, HCMR)

JAMES STREET  
(60 Ft. R-O-W per recorded plat of RECAN ADDITION recorded in Vol. 49, Pg. 12, HCMR)

Reserve "B"  
Block 1  
Yezak Subdivision  
(Vacant)

2.0585 Acres  
Commercial

1.9289 Acres  
Commercial

I, Sally Brink, Trustee for Capital One, National Association, owner and holder of a lien against the property described in the plat known as NORTHWEST HOUSTON HEART CENTER, said lien being evidenced by instrument recorded under Harris County Clerk's File No. 2007-0665421 of the Official Public Records of Real Property of Harris County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said plat and I hereby confirm that I am the present owner of said lien and have not assigned the same nor any part thereof.

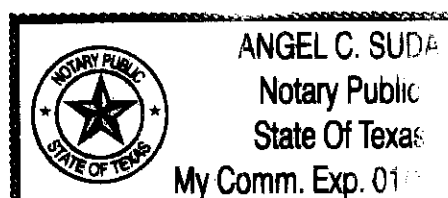
Sally Brink, Trustee for Capital One, National Association

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Sally Brink, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument and has acknowledged to me that he has executed same for the purposes and consideration therein expressed, and in the capacity therein and herein stated, and as the act and deed of said leinholder.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11<sup>th</sup> DAY OF March, 2008.

Notary Public in and for the State of Texas  
My Commission expires on the 11<sup>th</sup> day of January, 2011.

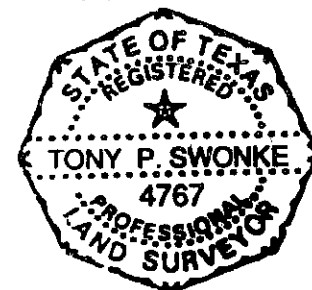


**FLOOD INFORMATION:** According to TSARP Map No. 48201C0230 L (Dated June 18, 2007), this property is in Zone "X" and not in the 100-Year Flood Zone.

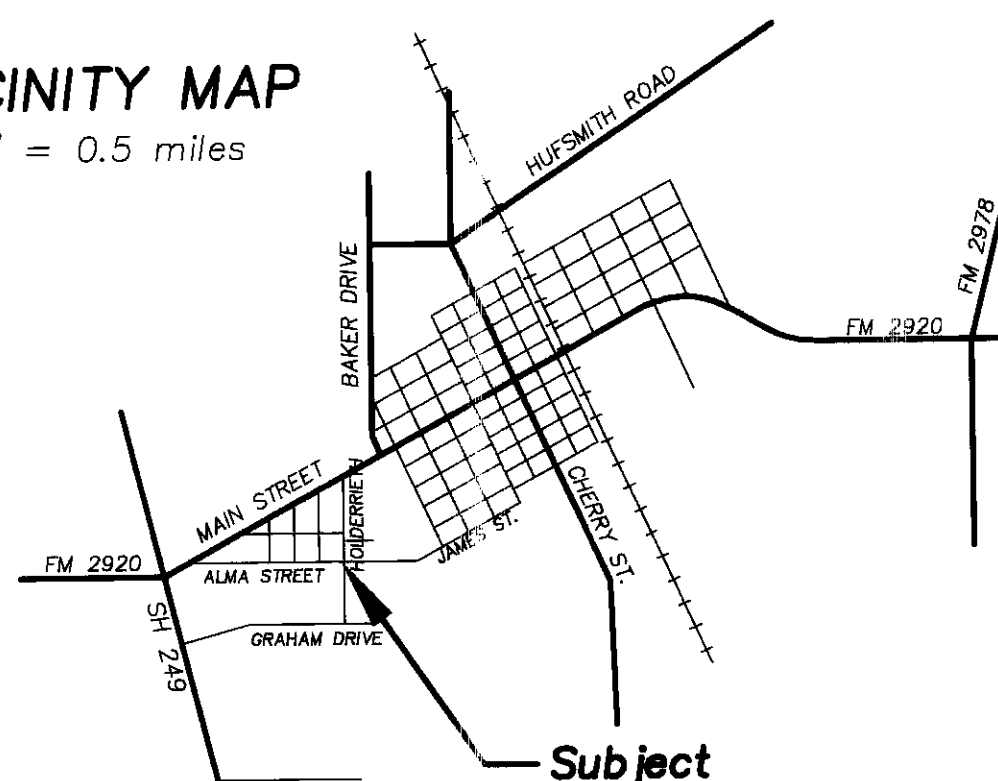
- Note #1 All existing pipelines or pipeline easements through the subdivision have been shown.
- Note #2 All oil/gas wells (plugged, abandoned, and/or active) through the subdivision have been shown.
- Note #3 No building or structure shall be constructed across any pipelines building lines, and/or easements. Building setback lines will be required, with 15 feet off centerline of low pressure gas lines, and 30 feet off centerline of high pressure gas lines.
- NOTE #4: This replat does not attempt to amend or remove any valid restrictions or covenants.

I, Tony P. Swonke, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature, and other points of reference have been marked with iron pipes or rods having an outside diameter of not less than three-quarters of an inch (3/4") and a length of not less than three feet (3'); and that the plat boundary corners have been tied to the nearest survey corner.

Tony P. Swonke  
Registered Professional Land Surveyor No. 4767



VICINITY MAP  
1" = 0.5 miles



OFFICE OF  
BEVERLY B. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
MAP RECORDS OF COUNTY CLERK

621269  
FILM CODE

NORTHWEST HOUSTON HEART  
CENTER

THIS IS PAGE 1 OF 2 PAGES

SCANNER KM-4850w  
KEY MAP

PREPARED BY  
Tony Swonke Land Surveying  
700 Kane Street  
Tomball, TX 77375  
281-351-7789

OWNER:  
Tomball and Magnolia Properties, LLC  
Ahmad Adnan Aslam, Manager  
Shamaila Adnan Aslam, Manager  
50 Pedleton Park Point  
The Woodlands, TX 77382  
281-351-4911

DATE: January 4th, 2008

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

STATE OF TEXAS  
COUNTY OF HARRIS

We, Ahmad Adnan Aslam and Shamaila Adnan Aslam, being joint managers of Tomball and Magnolia Properties, LLC, owners hereinafter referred to as owners of the 0.9642 acre tract described in the above and foregoing plat of NORTHWEST HOUSTON HEART CENTER, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said map or plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations herein expressed, and do hereby bind ourselves and our heirs, successors, and assigns to warrant and defend the title to the land so dedicated.

FURTHER, owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes an unobstructed aerial easement five feet in width from a plane twenty feet (20') above the ground level upward, located adjacent to all public utility easements shown hereon.

FURTHER, owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1-3/4) square feet (18" diameter) with culverts or bridges to be provided for all private walkways crossing such drainage facilities.

FURTHER, owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1-3/4) square feet (18" diameter) with culverts or bridges to be provided for all private walkways crossing such drainage facilities.

FURTHER, owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or other natural drainage course located in said plat, as easements for drainage purposes, giving the City of Tomball, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, public easements denoted on this plat are hereby dedicated to the use of the public forever. Any public utility, including the City of Tomball, shall have the right at all times of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of the property owner. Any public utility, including the City of Tomball, shall have the right to move and keep moved all or part of any building, paved surfaces, fences, trees shrubs, other growths or improvements that in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on this plat. Neither the City of Tomball or any public utility shall be responsible for replacing or reimbursing the property owners due to removal or relocation of any obstructions in the public easements.

IN TESTIMONY WHEREOF, Tomball and Magnolia Properties, LLC, has caused these presents to be signed by Ahmad Adnan Aslam, its Joint Manager, thereunto authorized, attested by its other Joint Manager, Shamaila Adnan Aslam, and its common seal hereunto affixed this 12<sup>th</sup> day of March, 2008.

Ahmad Adnan Aslam  
Joint Manager

ATTEST:  
By: Shamaila Adnan Aslam  
Shamaila Adnan Aslam  
Joint Manager

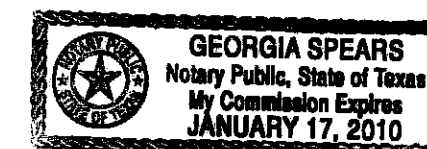
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Ahmad Adnan Aslam and Shamaila Adnan Aslam, known to me to be the persons whose names are subscribed to the foregoing instrument and have acknowledged to me that they executed same for the purposes and considerations therein expressed, and in the capacity therein and herein stated, and as the act and deed of said owner.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12<sup>th</sup> DAY OF March, 2008.

Notary Public in and for the State of Texas

My Commission expires on the 17<sup>th</sup> day of January, 2010.



This is to certify that the City Council for the City of Tomball, Texas, has approved this plat and subdivision of NORTHWEST HOUSTON HEART CENTER, in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorized the recording of this plat on this 8<sup>th</sup> day of April, 2008.

Gretchen Fagan  
Mayor

Doris Spear  
City Secretary

We, the City Manager, and Director of Engineering and Planning for the City of Tomball, do hereby certify that this plat of NORTHWEST HOUSTON HEART CENTER is in conformance with the City of Tomball ordinances.

Jan Belcher  
City Manager

Mark McClure  
Director of Engineering and Planning

This is to certify that the planning commission of the City of Tomball, Texas, has approved this plat and subdivision of NORTHWEST HOUSTON HEART CENTER, in conformance with the laws of the State of Texas as shown hereon and authorized the recording of this plat on this 14<sup>th</sup> day of April, 2008.

Vincent O'Donnell  
Chairman

Brad Hallmark  
Vice-Chairman

I, Beverly B. Kaufman, County Clerk of Harris County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on the 18<sup>th</sup> day of April, 2008, at 2:34 o'clock P. M., and filed under Film Code No. 621269 of the Map Records of Harris County, for said County. And duly recorded on April 21, 2008 At 8:32 AM.

WITNESS MY HAND AT HARRIS COUNTY, TEXAS, THE DATE AND DATE LAST ABOVE WRITTEN.

Beverly B. Kaufman  
Clerk of the County of Harris County, Texas

Edwina Mack  
Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THIS CERTIFICATE IS VALID ONLY AS TO THE INSTRUMENT ON WHICH THE ORIGINAL SIGNATURE IS AFFIXED AND ONLY THEN TO THE EXTENT THAT SUCH INSTRUMENT IS NOT ALTERED OR CHANGED AFTER RECORDING.

Abbreviated Plat:

**"NORTHWEST HOUSTON HEART CENTER"**  
A replat of Lots 3, 4, 5, 6, 7 & 8 in Block 6 of MAIN STREET ADDITION TO THE CITY OF TOMBALL, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 15, Page 43, of the Map Records of Harris County, Texas. Said Lots being situated in the Joseph House Survey (A-34).

(The common lines between the lots have been eliminated and the six lots have been consolidated into one lot.)

Containing: 1 Lot / 1 Block





Paul Bettencourt  
Harris County Tax Assessor - Collector

No. 336934  
January 3, 2008

Tax Certificate

Certified Tax Unit(s):

040 Harris County  
041 Harris County Flood Control Dist  
042 Port of Houston Authority  
043 Harris County Hospital District  
044 Harris County Dept. of Education  
045 N Harris Montgomery Comm College  
679 Emergency Service Dist #8 (EMS)

Account 067-099-006-0007  
TOMBALL & MAGNOLIA  
TRS 7A & 8A BLK 6  
MAIN STREET - TOMBALL  
.3214 AC

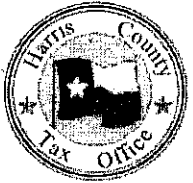
I hereby certify that the tax records of Harris County show taxes paid through 2007 on the above referenced account. An exception to this would be when there is a change in land use or a change in exemption status during the year. This certificate does not cover exceptions.

Paul Bettencourt

By

*Wianne Cusley*

FEE \$10.00



Paul Bettencourt  
Harris County Tax Assessor - Collector

No. 336935  
January 3, 2008

Tax Certificate

Certified Tax Unit(s):

040 Harris County  
041 Harris County Flood Control Dist  
042 Port of Houston Authority  
043 Harris County Hospital District  
044 Harris County Dept. of Education  
045 N Harris Montgomery Comm College  
679 Emergency Service Dist #8 (EMS)

Account 067-099-006-0003  
TOMBALL & MAGNOLIA  
LTS 3 & 4 BLK 6  
MAIN STREET - TOMBALL  
.3214 AC

I hereby certify that the tax records of Harris County show taxes paid through 2007 on the above referenced account. An exception to this would be when there is a change in land use or a change in exemption status during the year. This certificate does not cover exceptions.

Paul Bettencourt

By

*Wianne Cusley*

FEE \$10.00



Paul Bettencourt  
Harris County Tax Assessor - Collector

No. 336936  
January 3, 2008

Tax Certificate

Certified Tax Unit(s):

040 Harris County  
041 Harris County Flood Control Dist  
042 Port of Houston Authority  
043 Harris County Hospital District  
044 Harris County Dept. of Education  
045 N Harris Montgomery Comm College  
679 Emergency Service Dist #8 (EMS)

Account 067-099-006-0005  
TOMBALL & MAGNOLIA  
LTS 5 & 6 & E 25 FT LTS 7 & 8  
BLK 6  
MAIN STREET - TOMBALL  
.3214 AC

I hereby certify that the tax records of Harris County show taxes paid through 2007 on the above referenced account. An exception to this would be when there is a change in land use or a change in exemption status during the year. This certificate does not cover exceptions.

Paul Bettencourt

By

*Wianne Cusley*

FEE \$10.00

OFFICE OF  
BEVERLY B. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS

MAP RECORDS OF COUNTY CLERK

621270

FILM CODE

NORTHWEST HOUSTON HEART  
CENTER

THIS IS PAGE 2 OF 2 PAGES

SCANNER KM-4850w

TAX CERTIFICATE FOR ACCOUNT : 0670990060003  
AD NUMBER: 0670990060003  
GF NUMBER:  
CERTIFICATE NO : 233965  
COLLECTING AGENCY  
City of Tomball Tax Office  
Kay Van Horn  
401 Market  
Tomball TX 77375-0000

DATE : 01/02/2008  
FEE : \$10.00  
PROPERTY DESCRIPTION  
LTS 3 & 4 BLK 6  
MAIN STREET - TOMBALL

0000306 HOLDERRIETH BLVD  
0.3214 ACRES

REQUESTED BY  
TOMBALL & MAGNOLIA  
PROPERTIES LLC  
50 PENDLETON PARK PT  
SPRING TX 773821679

PROPERTY OWNER  
TOMBALL & MAGNOLIA  
PROPERTIES LLC  
50 PENDLETON PARK PT  
SPRING TX 773821679

This is a certificate

CURRENT VALUES							
LAND MKT VALUE:	24,500	IMPROVEMENT :	56,213				
AG LAND VALUE:	0	DEF HOMESTEAD:	0				
APPAISED VALUE:	80,713	LIMITED VALUE:	0				
EXEMPTIONS:							
LAWSUITS:							
YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2007	CITY OF TOMBALL	0.00	0.00	0.00	0.00	0.00	0.00
						2007 SUB TOTAL	\$0.00

TOTAL CERTIFIED TAX DUE 1/2008 : \$ 0.00

ISSUED TO : TOMBALL & MAGNOLIA  
ACCOUNT NUMBER: 0670990060003

CERTIFIED BY :

*Kay Van Horn*  
*By Assessor/Collector*

City of Tomball

PAGE 1 OF 1

TAX CERTIFICATE FOR ACCOUNT : 0670990060005  
AD NUMBER: 0670990060005  
GF NUMBER:  
CERTIFICATE NO : 1141073  
COLLECTING AGENCY  
Brian Ludwig  
PO Box 276  
Tomball TX 77377-0276

DATE : 1/2/2008  
FEE : \$10.00  
PROPERTY DESCRIPTION  
LTS 3 & 4 BLK 6  
MAIN STREET - TOMBALL

0000306 HOLDERRIETH BLVD  
0.3214 ACRES

REQUESTED BY  
TOMBALL & MAGNOLIA  
PROPERTIES LLC  
50 PENDLETON PARK PT  
SPRING TX 773821679

PROPERTY OWNER  
TOMBALL & MAGNOLIA  
PROPERTIES LLC  
50 PENDLETON PARK PT  
SPRING TX 773821679

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

CURRENT VALUES									
LAND MKT VALUE:		24,500	IMPROVEMENT:		56,213				
AG LAND VALUE:		0	DEF HOMESTEAD:		0				
APPAISED VALUE:		80,713	LIMITED VALUE:		0				
EXEMPTIONS:									
LAWSUITS:									
YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE		
2007	TOMBALL I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00		
						2007 SUB TOTAL	\$0.00		

TOTAL CERTIFIED TAX DUE1/2008 : \$ 0.00

ISSUED TO : TOMBALL & MAGNOLIA  
ACCOUNT NUMBER: 0670990060003

CERTIFIED BY :

*Bev Kauffman*

TOMBALL I.S.D.

This is a statement from the Tax Collector of Tomball I.S.D., indicating that the taxes to be imposed on account number 0670990060003 by Tomball Independent School District for the 2008 tax year have not been calculated as of the above date.

TAX CERTIFICATE FOR ACCOUNT : 0670990060005  
AD NUMBER: 0670990060005  
GF NUMBER:  
CERTIFICATE NO : 233966  
COLLECTING AGENCY  
City of Tomball Tax Office  
Kay Van Horn  
401 Market  
Tomball TX 77375-0000

DATE : 01/02/2008  
FEE : \$10.00  
PROPERTY DESCRIPTION  
LTS 5 & 6 & E 25 FT LTS 7 & 8  
BLK 6  
MAIN STREET - TOMBALL

0000308 HOLDERRIETH BLVD  
0.3214 ACRES

REQUESTED BY  
TOMBALL & MAGNOLIA  
PROPERTIES LLC  
50 PENDLETON PARK PT  
SPRING TX 773821679

PROPERTY OWNER  
TOMBALL & MAGNOLIA  
PROPERTIES LLC  
50 PENDLETON PARK PT  
SPRING TX 773821679

This is a certificate

CURRENT VALUES									
LAND MKT VALUE:		26,250	IMPROVEMENT :				113,239		
AG LAND VALUE:		0	DEF HOMESTEAD:				0		
APPAISED VALUE:		139,489	LIMITED VALUE:				0		
EXEMPTIONS:									
LAWSUITS:									
YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE		
2007	CITY OF TOMBALL	0.00	0.00	0.00	0.00	0.00	0.00		
						2007 SUB TOTAL	\$0.00		

TOTAL CERTIFIED TAX DUE 1/2008 : \$ 0.00

ISSUED TO : TOMBALL & MAGNOLIA  
ACCOUNT NUMBER: 0670990060005

CERTIFIED BY :

*Kay Van Horn*  
*By Assessor/Collector*

City of Tomball

PAGE 1 OF 1

TAX CERTIFICATE FOR ACCOUNT : 0670990060005  
AD NUMBER: 0670990060005  
GF NUMBER:  
CERTIFICATE NO : 1141074  
COLLECTING AGENCY  
Brian Ludwig  
PO Box 276  
Tomball TX 77377-0276

DATE : 1/2/2008  
FEE : \$10.00  
PROPERTY DESCRIPTION  
LTS 5 & 6 & E 25 FT LTS 7 & 8  
BLK 6  
MAIN STREET - TOMBALL

0000308 HOLDERRIETH BLVD  
0.3214 ACRES

REQUESTED BY  
TOMBALL & MAGNOLIA  
PROPERTIES LLC  
50 PENDLETON PARK PT  
SPRING TX 773821679

PROPERTY OWNER  
TOMBALL & MAGNOLIA  
PROPERTIES LLC  
50 PENDLETON PARK PT  
SPRING TX 773821679

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

CURRENT VALUES									
LAND MKT VALUE:		26,250	IMPROVEMENT -				113,239		
AG LAND VALUE:		0	DEF HOMESTEAD:				0		
APPAISED VALUE:		139,489	LIMITED VALUE:				0		
EXEMPTIONS:									
LAWSUITS:									
YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE		
2007	TOMBALL I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00		
							2007 SUB TOTAL	\$0.00	

TOTAL CERTIFIED TAX DUE1/2008 : \$ 0.00

ISSUED TO : TOMBALL & MAGNOLIA  
ACCOUNT NUMBER: 0670990060005

CERTIFIED BY :

*Bev Kauffman*

TOMBALL I.S.D.

This is a statement from the Tax Collector of Tomball I.S.D., indicating that the taxes to be imposed on account number 0670990060005 by Tomball Independent School District for the 2008 tax year have not been calculated as of the above date.

TAX CERTIFICATE FOR ACCOUNT : 0670990060007  
AD NUMBER: 0670990060007  
GF NUMBER:  
CERTIFICATE NO : 233967  
COLLECTING AGENCY  
City of Tomball Tax Office  
Kay Van Horn  
401 Market  
Tomball TX 77375-0000

DATE : 01/02/2008  
FEE : \$10.00  
PROPERTY DESCRIPTION  
TRS 7A & 8A BLK 6  
MAIN STREET - TOMBALL

0000906 ALMA ST  
0.3214 ACRES

REQUESTED BY  
TOMBALL & MAGNOLIA  
PROPERTIES LLC  
50 PENDLETON PARK PT  
SPRING TX 773821679

PROPERTY OWNER  
TOMBALL & MAGNOLIA  
PROPERTIES LLC  
50 PENDLETON PARK PT  
SPRING TX 773821679

This is a certificate

CURRENT VALUES									
LAND MKT VALUE:		26,250	IMPROVEMENT :				44,130		
AG LAND VALUE:		0	DEF HOMESTEAD:				0		
APPAISED VALUE:		70,380	LIMITED VALUE:				0		
EXEMPTIONS:									
LAWSUITS:									
YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE		
2007	CITY OF TOMBALL	0.00	0.00	0.00	0.00	0.00	0.00		
						2007 SUB TOTAL	\$0.00		

TOTAL CERTIFIED TAX DUE 1/2008 : \$ 0.00

ISSUED TO : TOMBALL & MAGNOLIA  
ACCOUNT NUMBER: 0670990060007

CERTIFIED BY :

*Kay Van Horn*  
*By Assessor/Collector*

City of Tomball

PAGE 1 OF 1

TAX CERTIFICATE FOR ACCOUNT : 0670990060007  
AD NUMBER: 0670990060007  
GF NUMBER:  
CERTIFICATE NO : 1141075  
COLLECTING AGENCY  
Brian Ludwig  
PO Box 276  
Tomball TX 77377-0276

DATE : 1/2/2008  
FEE : \$10.00  
PROPERTY DESCRIPTION  
TRS 7A & 8A BLK 6  
MAIN STREET - TOMBALL

0000906 ALMA ST  
0.3214 ACRES

REQUESTED BY  
TOMBALL & MAGNOLIA  
PROPERTIES LLC  
50 PENDLETON PARK PT  
SPRING TX 773821679

PROPERTY OWNER  
TOMBALL & MAGNOLIA  
PROPERTIES LLC  
50 PENDLETON PARK PT  
SPRING TX 773821679

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CURRENT VALUES									
LAND MKT VALUE:		26,250	IMPROVEMENT:		44,130				
AG LAND VALUE:		0	DEF HOMESTEAD:		0				
APPAISED VALUE:		70,380	LIMITED VALUE:		0				
EXEMPTIONS:									
LENSUITS:									
YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE		
2007	TOMBALL I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00		
						2007 SUB TOTAL	\$0.00		



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: January 15, 2024

#### Topic:

Approve an agreement with Evolve Power Generation for the replacement of the generator at Firehouse 2 through the Choice Partners Contract numbers 21/031KN-22, for a not-to-exceed amount of \$58,996.22, authorize the expenditure of funds therefor, and authorize the City Manager to execute all documents related to the expenditure. \$50,000 of this amount is included in the FY 2023-2024 budget.

#### Background:

In recent years we have begun to experience multiple mechanical problems with the generator at Firehouse 2, however it is currently in operation. The generator at Firehouse 2 has met its end of useful life and is no longer supported by the manufacturer. This expenditure is a turn-key replacement generator for Firehouse 2.

The current budget is allocated at \$50,000 for this project, which was based on quotes during the budget process, however the current quote is \$8,996.22 over the budgeted amount. The remainder of the needed funds will be taken from the citywide Facilities system maintenance budget.

**Origination:** Fire Department

**Recommendation:** Approval

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

#### FUNDING (IF APPLICABLE)

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

Yes: ☒ No: ☐

If yes, specify Account Number: # 100-142-6403; 100-  
157-6206

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

**Signed:** Joe Sykora

Staff Member

01/09/2024

Date

**Approved by:** \_\_\_\_\_

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

Co-Op: Choice Partners  
Contract Number: 17/020CG-04  
Contract Number: 21/031KN-22

**Company: City of Tomball F.S. 2**

**Date: January 4, 2024**

**Attention: Justin Pruitt**

**Fax: Delivered**

**Re: Evolve Proposal**

**Subj:150kW**

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

### ***Item I***

Quantity of one (1) GS150 Natural Gas 150 Kw Emergency Generator.

#### **Engine Features**

- Certified General Motors Engine.
- 150 kW, 188 kVA, 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.
- Dry type air cleaner assembly.
- Oil drain extensions.

#### **Generator Features**

- 208 Volt, 60 Hertz, 1 Phase Generator.
- Class H insulation.
- Main circuit breaker, UL-Listed, electronic.
- Level 2 Sound Enclosure

### **Control Features**

- Auto start digital engine control panel, NFPA-110 Level 1.
- Dry contact kit, NFPA-110.
- Engine run contacts.
- Open Unit No Enclosure.
- 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 Connection Included

### **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: ..... \$58,996.22**

### **Delivery**

- Delivery – April 2024.
- F.O.B. Job-site – Tomball, Texas.

### **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.

### **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***

Accepted Date\_\_\_\_\_

Bo Williamson  
Power Generation Division

Customer\_\_\_\_\_

**DETROIT DIESEL**



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: January 15, 2024

#### Topic:

Conduct a Public Hearing of the City Council of the City of Tomball to consider the advisability of the creation of Public Improvement District to make certain improvements over certain property located within the City (PID 15, Graylou Grove).

#### Background:

It is requested that City Council hold a Public Hearing on January 15, 2024 to approve the advisability of the proposed Public Improvement District 15, Graylou Grove.

Staff received a PID Petition from FLS Development, LLC in November 2023 requesting the creation of a Public Improvement District for Graylou Grove. The proposed development is 50.1051 acres consisting of commercial and residential, of which 43.149 acres will be included in the PID. The developer is requesting a reimbursement bond PID for \$8,000,000 with a proposed equivalent tax rate of \$0.95 per \$100 of assessed value for a maximum annual installment of \$5,938.

On December 18, 2023, City Council approved Resolution Number 2023-56, accepting the PID petition and calling for the Public Hearing to be conducted on January 15, 2024.

**Origination:** Project Management

#### Recommendation:

Staff recommends conducting the Public Hearing for PID 15, Graylou Grove.

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

#### FUNDING (IF APPLICABLE)

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

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

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

**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL, TEXAS**

**MONDAY, JANUARY 15, 2024**



**6:00 P.M.**

**NOTICE OF 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 TO BE LOCATED WITHIN THE CITY.**

**NOTICE IS HEREBY GIVEN THAT** the City Council (the “City Council”) of the City of Tomball, Texas (the “City”), pursuant to Chapter 372 of the Texas Local Government Code, as amended “the “Act”), will hold a public hearing at 6:00 p.m. on January 15, 2024, in the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 for the purpose of considering the establishment by the City of a public improvement district to be located within its corporate limits.

In accordance with the Act, the City Council has received a petition (the “Petition”) from certain property owners within the extraterritorial jurisdiction of the City (the “Petitioners”), that requests the establishment of a public improvement district (the “PID”). The Petition and the legal description of the property to be included in the PID are on file and open for public inspection in the office of the City Secretary at 401 Market Street, Tomball, Texas 77375. The public hearing is being held with respect to the advisability of creating the PID and the improvements to be made therein.

**GENERAL NATURE OF THE AUTHORIZED IMPROVEMENTS:** The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking, and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to gas, water, wastewater and drainage (including detention) improvements and facilities; (v) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the district. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

**ESTIMATED COST OF THE AUTHORIZED IMPROVEMENTS:** The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the PID is \$8,000,000 plus the annual cost of supplemental services and operation and maintenance cost, if any. The City will pay none of the

costs of the proposed Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.

**PROPOSED METHOD OF ASSESSMENT:** The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

**PROPOSED APPORTIONMENT OF COSTS BETWEEN THE CITY AND THE PID:** The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioners.

**BOUNDARIES OF THE PROPOSED PID:** 43.149 Acres of Land currently located partially within the extra-territorial jurisdiction of the City and partially within the corporate limits of the City of Tomball, Harris County, Texas, Said Property Being Generally Located 0.2 miles from the future intersection of Winfrey Lane (unimproved) and FM 2978, and is APPROXIMATELY 3,275 FEET North of FM 2920, APPROXIMATELY 3,375 FEET South of E. Hufsmith Rd, APPROXIMATELY 845 FEET East of Snook Lane and APPROXIMATELY 1,100 FEET West of FM 2978 (Hufsmith Kohrville Rd.). **A metes and bounds description is available for inspection at the offices of the City Secretary at the location described above.**

All interested persons are invited to attend such public hearing to express their views with respect to the establishment of the PID and the Authorized Improvements to be made therein.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

**CERTIFICATION**

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

Tracylynn Garcia  
Tracylynn Garcia  
City Secretary, TRMC, CMC, CPM

<p>This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary’s office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT <a href="http://www.ci.tomball.tx.us">www.ci.tomball.tx.us</a>.</p>
--



**City Council Meeting**  
**Agenda Item**  
**Data Sheet**

**Meeting Date:** January 15, 2024

**Topic:**

Consideration to approve a Professional Services Agreement for expenses incurred relating to the Graylou Grove Public Improvement District (PID 15) and authorize the City Manager to execute.

**Background:**

FLS Development, LLC is pursuing to develop a 43.149-acre mixed use development located on the on Hufsmith-Kohrville Road (at Medical Complex Drive). As part of the development, FLS Development, LLC desires to establish a Public Improvement District.

Following the Public Hearing for the advisability of the Public Improvement District, staff is requesting a Professional Services Agreement be approved to ensure payment for expenses incurred to the City relating to the establishing the PID including fees for legal review and preparation of all required legal documents and the creation of the development agreement.

**Origination:** Project Management

**Recommendation:**

Staff recommends authoring the City Manager to execute a Professional Services Agreement with FLS Development, LLC.

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

**FUNDING (IF APPLICABLE)**

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

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

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

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”), effective as of the \_\_\_\_ day of January, 2024 (“the Effective Date”), is made and entered into by and between the City of Tomball, Texas, a home-rule municipality, (“City”), and FLS Development LLC, , a Texas limited liability company, with offices located at 17119 Lakeway Park Drive, Tomball, Texas, 77375 (“Developer”).

WHEREAS, the Developer owns approximately 50.105 acres of real property depicted on Exhibit A attached hereto (the “Property”) located partially within the extraterritorial jurisdiction of the City and partially within the corporate limits of the City as a single-family residential development with a small commercial component(the “Property”); and

WHEREAS, the City and Developer desire for the Property to be developed in a high quality manner that creates a benefit for all residents in the City; and

WHEREAS, the Developer has requested that the City (i) create a public improvement district encompassing the residential component of the Property, and (ii) enter into a development agreement relative to the Property (together, the Developer Request”).

WHEREAS, the Developer hereby agrees to pay for the professional services provided to the City by the consultants listed on Exhibit “B” relating to Developer’s Request, and by additional consultants approved in writing by the Developer (collectively, the “Consultants”).

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer (collectively “Parties” and each individually a “Party”) agree as follows:

1. Recitals. The representations, covenants, and recitations set forth in the foregoing are material to this Agreement and are incorporated into and made a part of this Agreement.

2. Exhibits. The Exhibits referenced in this Agreement, and listed below, are incorporated herein for all purposes, specifically:

Exhibit A – Property  
Exhibit B – City Consultants  
Exhibit C – Scope of Services

3. Payment for Professional Services.

a. The Developer agrees to, and shall, pay all invoices from the City for Professional Services described in Exhibit C relating to the City’s consideration of the Developer’s Request and its impact on the City, including, but not limited to, its impact on the City’s financial structure, land development, subdivision and zoning plans, infrastructure needs and demands, ordinance creation and revision, all on and off-site matters necessitated by the proposed development and drafting of all necessary agreements (the “Scope of Services”).

b. The Consultants will invoice City approximately every thirty (30) days with a detailed billing statement of all Professional Services rendered in accordance with this Agreement, including invoices for Professional Services rendered prior to the Effective Date.

c. Within five (5) business days after the execution of this Agreement, the Developer shall deliver to the City \$50,000.00 to be used for the sole purpose of paying for Professional Services. The payment shall be placed in a segregated account of the City. Upon request, City shall provide to the Developer a statement identifying all disbursements from the account. If the City determines that the Professional Services fees to perform the services described herein will exceed the amount delivered by Developer pursuant to this Subsection 3.c., the City shall notify Developer, and Developer, within ten (10) days, shall replenish the segregated account with an amount sufficient to cover the next sixty (60) days of projected expenses as determined by the City.

4. Effect of Agreement. This Agreement shall not: (a) confer upon the Developer any vested rights or development rights with respect to the Property, and more specifically, this Agreement does not constitute a permit under Chapter 245 of the Texas Local Government Code, as amended; (b) bind or obligate the City to approve any documents or agreements related to the development of the Property including, but not limited to, any zoning rights; or (c) be considered an impact fee.

6. Termination. Either Party may terminate this Agreement for any reason or for no reason by providing at least five (5) days' written notice of termination. Termination of this Agreement shall be the sole and exclusive remedy of the City and the Developer, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. The City shall be entitled to pay Consultants for all Professional Services incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly refunded to the Developer. Notwithstanding any other provision of this Agreement to the contrary, the obligation to repay such excess funds to the Developer in the event of a termination shall survive any termination of this Agreement, and the Developer does not release or discharge its right to such excess funds.

7. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the provision of Professional Services in connection with the negotiation and drafting of documents necessary to develop the Property in a manner that benefits the City and the Developer. This Agreement shall confer no vested rights or development rights concerning the Property or to the Developer unless specifically enumerated herein or otherwise mandated by law. Further, this Agreement provides no assurances, promises, or covenants by the City to approve any development in or on the Property or to provide funds or issue obligations to pay any costs relating to the development of the Property.

8. Amendment. This Agreement may only be amended by written instrument signed by the Developer and the City.



9. Successors and Assigns. Neither City nor Developer may assign or transfer their interest in the Agreement without the prior written consent of the other Party.

10. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in writing.

City:	City Manager City of Tomball, Texas 401 Market Street Tomball, TX 77375
With a copy to:	Attn: City Attorney Olson & Olson, LLP 2727 Allen Parkway, Suite 600 Houston, TX 77019
To the Developer:	FLS Development, LLC Attn: Kyle Friedman 17119 Lakeway Park Drive Tomball, TX 77375
With a copy to:	Coats Rose, P.C. Timothy Green 9 Greenway Plaza, Suite 1000 Houston, Texas 77046

11. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party.

12. Applicable Law. This Agreement is made, and shall be construed, in accordance with the laws of the State of Texas, and venue shall lie in only Harris County, Texas.

13. Execution. The City Manager is hereby authorized to execute and deliver this Agreement in substantially the form presented to the City Council with such changes as the City Manager may deem appropriate.

14. Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/flo-list.pdf>.

or

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity than controls, is controlled by, or is under common control with the Developer and exists to make a profit.

15. Petroleum. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16.26 shall survive termination of the Agreement until the statute of limitations has run.

16. Firearms. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade



association: (a) means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (b) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual); (ii) has two or more firearm entities as members; and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16.27 shall survive termination of the Agreement until the statute of limitations has run.

17. Anti-Boycott. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16.23 shall survive termination of the Agreement until the statute of limitations has run.

18. Form 1295. The Developer will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the



provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of the Developer's Form 1295, the City agrees to acknowledge the Developer's Form 1295 through its electronic filing application. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, the City is not responsible for the information contained in the Developer's Form 1295 and the City has not verified such information.

19. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

21. Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with all applicable City ordinances. The Developer hereby certifies, represents, and warrants that the individual executing this Agreement on behalf of the Developer is duly authorized and has full authority to execute this Agreement and bind the Developer to the same; that Developer is duly authorized to transact business in the State of Texas; and, that Developer is in good standing.

[Execution Pages to Follow]

**CITY OF TOMBALL, TEXAS  
(CITY)**

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Secretary

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF HARRIS   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of January, 2023, by  
\_\_\_\_\_, City Manager of the City of Tomball.

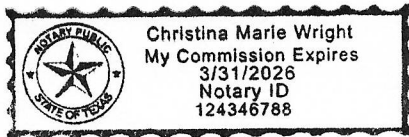
\_\_\_\_\_  
Notary Public, State of Texas

**FLS DEVELOPMENT, LLC**

By: [Signature]  
Name: Shawn Speer  
Title: Manager  
Date: \_\_\_\_\_  
By: [Signature]  
Name: Shonna Speer  
Title: Manager  
Date: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on January 10, 2024, by Shawn Speer, Manager of FLS Development, LLC, a Texas Limited Liability Company, on behalf of said company.



[Signature]  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on January 10, 2024, by Shonna Speer, Manager of FLS Development, LLC, a Texas Limited Liability Company, on behalf of said company.



[Signature]  
Notary Public, State of Texas





**EXHIBIT A**

**PROPERTY**

**OVERALL ACREAGE**

49.301 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas, being that certain called 31.994 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2023-170674, that certain called 17.307 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2023-171232, a portion of that certain Reserve "A" and Lot 1 of Brandt Holdings, a subdivision as shown on map or plat recorded under Film Code Number 679589 of the Map Records of Harris County, Texas, a portion of those certain Lots 489, 490, 495, 496, 497 and 498 of Tomball Townsite, a subdivision as shown on map or plat recorded under Volume 2, Page 65 of the Map Records of Harris County, Texas and those certain Lots 491, 492, 493 and 494 of said Tomball Townsite, said 49.301 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap found in the Southerly line of that certain Restricted Reserve "J" of The Estates at Willow Creek, a subdivision as shown on map or plat recorded under Film Code Number 540246 of the Map Records of Harris County, Texas, for the Northeasterly corner of that certain called 2.3291 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2016-558665 and the Northerly Northwest corner of said 17.307 acre tract;

Thence, N 87° 49'3 5" E, along the Southerly line of said Restricted Reserve "I" of The Estates at Willow Creek, the Southerly line of that certain called 11.98 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number U517222 and the Southerly line of that certain Restricted Reserve "A" of Willow Creek Pet Ranch of Tomball, a subdivision as shown on map or plat recorded under Film Code Number 683259 of the Map Records of Harris County, Texas, a distance of 2,003.38 feet to the Northeasterly corner of said 31.994 acre tract;

Thence, S 03°07'21" E, along the Westerly line of that certain called 0.5045 of one acre of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number V343704, a distance of 232.39 feet to a 1/2 inch iron rod found in the Northwesterly line of that certain Block 2 of Country Club Greens Section Two Replat, a subdivision as shown on map or plat recorded under Film Code Number 548068 of the Map Records of Harris County, Texas, for the Southwesterly corner of said 0.5045 acre tract;

Thence, S 42°56'22" W, along the Northwesterly line of said Block 2 of Country Club Greens Section Two Replat, the Northwesterly line of that certain Block I of said Country Club Greens Section Two Replat, the Northwesterly line of that certain Block 2 of Country Club Greens Partial Replat-Phase Two, a subdivision as shown on map or plat recorded under Film Code Number 540231 of the Map Records of Harris County, Texas and the Northwesterly line of that certain Block 2 of Country Club Greens Partial Replat, a subdivision as shown on map or plat recorded under Film Code Number 519225 of the Map Records of Harris County, Texas, a distance of 1,846.30 feet to a 5/8 inch iron rod found for the Southeasterly corner of that certain called 5.3977 acres of land described deed recorded in the Official Public Records of Real



Property of Harris County, Texas, under County Clerk's File Number P792577 and the most Southerly corner of said 31.994 acre tract;

Thence, N 13°37'50" W, along the Easterly line of said 5.3977 acre tract and the Easterly line of that certain called 5.5000 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number P964270, a distance of 558.86 feet to a 5/8 inch iron rod found for the Northeasterly corner of said 5.5000 acre tract and the Southeasterly corner of said 17.307 acre tract;

Thence, S 56 ° 48'54" W, along the Northerly line of said 5.5000 acre tract and the Northerly line of that certain called 1.000 acre of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number X5 I 7792, a distance of 423.87 feet to a 5/8 inch iron rod with cap found for the Southeasterly corner of that certain Lot 1, Block I of Huffsmith Kohrville Food Court, a subdivision as shown on map or plat recorded under Film Code Number 701507 of the Map Records of Harris County, Texas;

Thence, N 11 °23' 19" W, along the Easterly line of said Lot 1, Block I of Huffsmith Kohrville Food Court, a distance of 290.49 feet to a 5/8 inch iron rod with cap found for the Northeasterly corner of said Lot 1, Block 1 of Huffsmith Kohrville Food Court and an interior corner of said 17.307 acre tract;

Thence, S 76° 00'34" W, along the Northerly line of said Lot I, Block 1 of Huffsmith Kohrville Food Court, a distance of 412.84 feet to a 5/8 inch iron rod with cap found in the Easterly right-of-way line of Huffsmith Kohrville Road (variable width right-of-way);

Thence, along the Easterly right-of-way line of said Hufsmith Kohrville Road, the following courses and distances:

N 20°20'37" W, a distance of 284.48 feet to a 5/8 inch iron rod found for the Southwesterly corner of that certain called 0.3634 of one acre of land dedicated for the widening of Hufsmith Kohrville Road by said map or plat of Brandt Holdings;

N 87° 26'22" E, a distance of 24.68 feet to a 5/8 inch iron rod with cap found for the Southwesterly corner of said Reserve "A" of Brandt Holdings and the Southeasterly corner of said dedication;

N 20' 18'43" W, a distance of 437.48 feet to a 5/8 inch iron rod with cap found for a point of curvature to the right;

In a Northwesterly direction, with said curve to the right, having a central angle of 01°25' 11 " , a radius of 1950.00 feet, an arc length of 48.32 feet, a chord bearing of N 19°36'08" W and a chord distance of 48.32 feet to a 5/8 inch iron rod with cap found for the Southwesterly corner of said 2.3291 acre tract;

Thence, N 87° 37'27" E, along the Southerly line of said 2.3291 acre tract, a distance of 441.49 feet to a 5/8 inch iron rod with cap found for the Southeasterly corner of said 2.3291 acre tract;

Thence, N 02'23'19" W, along the Easterly line of said 2.3291 acre tract, a distance of 269.92 feet to the POINT OF BEGINNING and containing 49.301 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983, DERIVED FROM CORS SITE RODS.

**TRACT 1**

0.8041 of one acre or 35,026 square feet of land situated in the Elizabeth Smith Survey, Abstract Number 70, Harris County, Texas, being a portion of that certain Unrestricted Reserve "A" of Tomball Greens, a subdivision as shown on map or plat recorded under Film Code Number 440128 of the Map Records of Harris County, Texas, said 0.8041 of one acre or 35,026 square feet of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the Southeasterly line of that certain called 0.1262 of one acre of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number V308253, for the Northeasterly corner of that certain Lot 9, Block 2 of Country Club Greens Section Two-Replat, a subdivision as shown on map or plat recorded under Film Code Number 548068 of the Map Records of Harris County, Texas;

Thence, N 42'56'22" E, along the Southeasterly line of said 0.1262 acre tract and the Southeasterly line of that certain called 1.879 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2020-279347, a distance of 163.90 feet to a 1/2 inch iron rod found for the Northwesterly corner of that certain Lot 6, Block 2 of Country Club Greens Sec. Two, a subdivision as shown on map or plat recorded under Film Code Number 491143 of the Map Records of Harris County, Texas;

Thence, S 15' 43'52" E, along the Westerly line of said Lot 6, a distance of 270.27 feet to a 1/2 inch iron rod found for the Northwesterly right-of-way line of North Country Club Green Drive (60 foot Permanent access easement), for the Southwesterly corner of said Lot 6;

Thence, S 56'26'08" W, along the Northwesterly right-of-way line of said North Country Club Green Drive, a distance of 147.07 feet to a 1/2 inch iron rod found for the Southeasterly corner of said Lot 9;

Thence, N 15'43'52" W, along the Easterly line of said Lot 9, a distance of 230.09 feet to the POINT OF BEGINNING and containing 0.8041 of one acre or 35,026 square feet of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983, DERIVED FROM CORS SITE RODS.

**EXHIBIT B**

**CITY CONSULTANTS**

Bracewell

Hilltop Securities Inc.

P3Works

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Bond Attorneys

Financial Advisor

Assessment Consultant

Engineering Firm



## **EXHIBIT C**

### **SCOPE OF SERVICES**

The City of Tomball Professional Staff and its supporting consultants shall review all aspects of Developer's Request, including the creation and levy of assessments within a Public Improvement District (PID), for the development of the Property (the "Project"):

1. Determine if there is a need for additional public safety personnel, equipment, and/or facilities to serve the Project and provide a budget estimate for public safety.
2. Review the Water Master Plan, determine what system upgrades are required to serve the Project, and provide a budget estimate for water system improvements.
3. Review the Wastewater Master Plan, determine what system upgrades are required to serve the Project, and provide a budget estimate for wastewater system improvements.
4. Determine what system upgrades are required downstream to serve the Project, and provide a budget estimate for storm drainage system improvements.
5. Determine if there is a need for additional solid waste personnel, equipment, and/or facilities to serve the Project and provide a budget estimate for solid waste services.
6. Determine if there is a need for additional personnel, equipment, and/or facilities to provide park and recreational opportunities to the Project and provide a budget estimate.
7. Review any thoroughfare plans and park plans to determine if there is a need for roadway improvements, to include additional traffic signals and street lighting, and trail improvements to serve the Project and provide a budget estimate.
8. Review the City's development procedures to determine the planning, zoning, and subdivision actions required to support the project and provide a budget estimate.
9. Review all financial and legal requirements of the Project applicable to City administration of the Project and provide a budget estimate of the effort required to evaluate and prepare legal and financial documentation necessary to establish and manage the Project for the life of a PID.
10. Provide financial and legal services in connection with the negotiation and drafting of all agreements between the Developer and the City relating to the development of the Property including, without limitation any financing and development agreements.
11. Provide financial and legal services in connection with the creation administration and management of a PID relating to all or part of the Property including, without limitation, the drafting of all resolutions, ordinances, service and assessment plans and bond issuance documents, if any.





# City Council Meeting

## Agenda Item

### Data Sheet

**Meeting Date:** January 15, 2024

**Topic:**

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

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session.
- Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee–Information Technology Director

**Background:**

**Origination:** David Esquivel, City Manager

**Recommendation:**

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

# City Council Meeting Agenda Item Data Sheet

Meeting Date: January 15, 2024

**Topic:**

Approve the Appointment, by the City Manager, of the Information Technology Director.

**Background:**

Approve the Appointment, by the City Manager, of the Information Technology Director as required by the City Charter Article 7.C(1)

**Origination:**

**Recommendation:**

Approval of the Appointment of Information Technology Director.

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