

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



**Monday, November 18, 2024
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, November 18, 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: 851 9182 9785 Passcode: 601880. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Invocation - Led by Pastor Brandon Guindon with Salem Lutheran 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. Presentation by the Tomball Lions Club to the Tomball Fire Department and Explorer Post # 5451 in the amount of \$2000 for the 2024 Holiday Heroes Event.
- F. Reports and Announcements
 - 1. Announcements

I. Upcoming Events:

- November 23, 2024 – 59th Annual Tomball Holiday Parade 10 a.m. to noon on Main St.
- December 7, 2024 – Holiday Heroes 8:00 a.m. – noon @ St. Anne’s Catholic Church & Tomball Walmart
- December 7, 2024 – Tomball Farmers Market Polar Express Market 9 a.m. to 1 p.m. at Farmers Market Lot
- December 7, 2024 – Louie’s Together Playground Grand Opening 2 p.m. – 3 p.m. @ Juergens Park
- December 7, 2024 – Deck the Depot Tree Lighting 4 p.m. to 8 p.m. @ Depot

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

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

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

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

Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]

1. Approve Minutes of the November 4, 2024, Special and Regular City Council meetings.
2. Approve Request from Tomball Rotary Club for City Support and In-Kind Services for the ***Tomball Rotary Club Fish Fry*** at Juergens Park, on Friday, April 4, 2024 from 4:00-8:00 p.m.
3. Approve the expenditure of greater than \$50,000 with CentralSquare Technologies, LLC for computer aided dispatch software support and Crywolf Outsource False Alarm Reduction Program (FARP) monthly service charges, for a not-to-exceed amount of \$66,874.58 and authorize the City Manager to execute any and all documents related to the expenditure. These expenditures are included in the FY 2024-2025 Budget.
4. Approve an expenditure of greater than \$50,000 with Tyler Technologies, Inc. for software and implementation fees of a computer aided dispatch (CAD) system for a not-to-exceed amount of \$363,952, authorize the expenditure of funds therefore, and authorize the City Manager to execute the agreement. This expenditure is included in the FY 2024-2025 Budget.
5. Approve an expenditure of greater than \$50,000 with Harris County Radio Services for radio airtime, programming, and part services, for a not-to-exceed amount of \$116,000.00, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchases. The purchase is included in the FY 2024-2025 Budget.
6. Approve the rollover of outstanding Fiscal Year 2023–2024 purchase orders to Fiscal Year 2024–2025.
7. Approve the purchase of supplies and materials from Amazon Capital Services, Inc. through the OMNIA Partners Cooperative (Contract # R-TC-17006) for a not-to-exceed amount of \$150,000, approve the expenditure of funds therefore, and authorize the City Manager to execute all documents related to the purchase. The purchases are included in the FY 2024-2025 Budget.
8. Consideration to approve Resolution 2024-41, a Resolution of the City Council of the City of Tomball, Texas, authorizing the City Manager to act for the City in connection with the City’s expenditure of grants from the American Rescue Plan and the Coronavirus Local Fiscal Recovery Fund and making other provisions related to the subject.

- [9.](#) Approve a contract with B & C Constructors, LP for general contractor services through a IGPA Contract (Contract No. 24-06DP-01) for a not-to-exceed amount of \$445,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2024-2025 adopted budget.
- [10.](#) Approve a contract with B & C Constructors, LP to complete the construction a building for the pool area at Jerry Matheson Park, through a BuyBoard Contract (Contract No. 728-24) for a not-to-exceed amount of \$150,320, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget and Capital Improvement Plan.
- [11.](#) Approve a purchase of a SmartGov subscription (permitting software) with Granicus for an annual subscription in the amount of \$20,698.76 of the total contract amount of \$109,892.61 through an Omnia Partners Contract (Contract No. 01-115), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchase is included in the adopted fiscal year 2024-2025 Budget.
- [12.](#) Approve a Professional Services Agreement with Oller Engineering, Inc for the design of water line replacement along Clayton Street, Project Number 2025-10003, for a not-to-exceed amount of \$140,000, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan
- [13.](#) Approve a contract with MACYAS Construction and Utilities, LLC for the construction of a sanitary sewer line extension along Rudolph Road (Project No. 2025-10009), for a not-to-exceed amount of \$129,764 (Bid No. 2025-01), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.
- [14.](#) Approve a purchase with Water & Play Expressions, Inc. for the purchase and installation of a shade structure for the splashpad at Jerry Matheson Park, through a BuyBoard Contract (Contract No. 679-22) for a not-to-exceed amount of \$159,598.24, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget and Capital Improvement Plan and is being reimbursed by a grant from CenterPoint Energy Foundation.

15. Approve a Professional Services Agreement with Westwood Professional Services, Inc. to provide professional landscape architecture services for the Tomball Gateway Monumentation, Project Number 2025-10002, for a not-to-exceed amount of \$51,700, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. The expenditure was included in the Fiscal Year 2024-2025 Budget.

16. Approve a Service Agreement with Every-Bellies Catering, LLC for alcohol beverage services for City of Tomball festivals (RFP 2024-14) and authorize the City Manager to execute any and all documents related to the purchases.

I. New Business

1. Approve Resolution No. 2024-43, a Resolution of the City Council of the City of Tomball, Texas, casting its vote to appoint directors to the Harris Central Appraisal District's board of directors.

2. Approve Resolution No. 2024-42, A Resolution of the City Council of the City of Tomball, Texas, Declaring The Intention to Institute Proceedings to Annex Certain Territory; describing such territory; setting December 16, 2024 at 6 o'clock pm as the date and time for Public Hearing at which all interested parties shall have an opportunity to be heard; providing for publication of such notice of said Public Hearing; directing preparation of a municipal service plan for the territory proposed to be annexed (being approximately 5.2 acres tract of land consisting of: a strip of land approximately forty-feet-wide containing 1.187 acres of land in the Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, and being an abandoned portion of Old Tomball-Waller Road and that certain 4.1037 acre tract of land situated in the Chauncy Goodrich Survey, Abstract 31, Harris County, Texas, and being that 4.1037 acre tract of land conveyed to Ernest George and wife, Ida George from Lee Etta Weindorff by deed dated November 24, 1964, filed for record under Harris County Clerk's Film Code No. 148-36-2242); and providing for severability.

3. Approve a contract with IECONI for the construction of the Baker Drive Water Plant (Project No. 2024-10019), for a not-to-exceed amount of \$8,848,597.05 (Bid No. 2024-01R), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.

4. Presentation and discussion regarding a request from FLS Development, LLC (Harrisburg Homes) for the creation of a Public Improvement District for Graylou Grove in the City of Tomball.

5. Conduct a public hearing and consideration to approve **Zoning Case Z24-18:** Request by John and Tracy Randall, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 36.408 acres of land legally described as being three tracts of land situated in the Jesse Pruett Survey, Abstract No. 629 from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 21725 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2024-34, an Ordinance of the City of Tomball, Texas, amending Chapter 50 of the Tomball Code of Ordinances by rezoning approximately 36.408 acres of land legally described as being three tracts of land situated in the Jesse Pruett Survey, Abstract No. 629 from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 21725 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

6. Adopt, on First Reading, Ordinance No. 2024-38, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 18, Environment, by adding a new Article XI, Tree preservation; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters.

7. Adopt, on First Reading, Ordinance No. 2024-39, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 18, Environment, by adding a new section 18-169, Business hours of operation; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters.

8. Authorize the City Manager to execute the necessary documents for a grant application through the Federal Emergency Management Agency Assistance to Firefighters Grant, in the amount not to exceed \$500,000, for the purchase of firefighter Self Contained Breathing Apparatus (SCBA).

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

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
- Sec. 551.072 – Deliberations regarding Real Property

J. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 14th day of November 2024 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia

Tracylynn Garcia, TRMC, MMC, CPM
City Secretary

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 18, 2024

Topic:

Presentation by the Tomball Lions Club to the Tomball Fire Department and Explorer Post # 5451 in the amount of \$2000 for the 2024 Holiday Heroes Event.

Background:

Presentation by the Tomball Lions Club to the Tomball Fire Department and Explorer Post # 5451 in the amount of \$1000 for each organization to be utilized for the 2023 Holiday Heroes Event.

Origination: Fire Department

Recommendation:

n/a

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 11/12/2024 Approved by _____
Staff Member Date City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 18, 2024

Topic:

Upcoming Events:

- November 23, 2024 – 59th Annual Tomball Holiday Parade 10 a.m. to noon on Main St.
- December 7, 2024 – Holiday Heroes 8:00 a.m. – noon @ St. Anne’s Catholic Church & Tomball Walmart
- December 7, 2024 –Tomball Farmers Market Polar Express Market 9 a.m. to 1 p.m. at Farmers Market Lot
- December 7, 2024 – Louie’s Together Playground Grand Opening 2 p.m. – 3 p.m. @ Juergens Park
- December 7, 2024 – Deck the Depot Tree Lighting 4 p.m. to 8 p.m. @ Depot

Background:

Origination: Marketing Department

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

City Council Agenda Item Data Sheet

Meeting Date: November 18, 2024

Topic:

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

Background:

Public Hearing held and First Reading approved during the Regular City Council meeting held on November 4, 2024.

The applicant is requesting annexation into the City of Tomball. Proposed rezoning of 11.40 acres (496,734 square feet) of land from Agricultural (AG) to Duplex Residential (D) after initial annexation.

Origination: International Commercial Development Enterprise LLC

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

Annexation Request



The City of Tomball requires annexation as a condition of extending municipal water, wastewater and/or other utility services to property located outside of the City's full-purpose jurisdiction. Following annexation, available utility services will be provided to the annexed property under the same terms and conditions as for other property located within the City of Tomball.

The undersigned property owner requests full-purpose annexation of the subject tract into the City of Tomball's full purpose jurisdiction in accordance with Chapter 43 of the Texas Local Government Code.

Requesting annexation does not change the City's obligation to provide municipal services in accordance with Chapter 43 of the Texas Local Government Code.

For information regarding the City's annexation process, please contact the City Secretary at 281-290-1002 or the Community Development Department at 281-290-1405.

Annexation must be completed prior to extension of water, wastewater, and/or other utilities.

I/We, the undersigned, am/are the current owner(s) of the tract described above and I/we request annexation into the City of Tomball for full-purposes in accordance with Chapter 43 of the Texas Local Government Code.

Santos Gonzalez

Name of Owner(s) (Type or Print)

02 / 28 / 2024

Owner's Signature

Date

Received by City Secretary

Date

Received by Community Development Department

Date

CITY OF TOMBALL
ANNEXATION REQUEST APPLICATION
Part A: Statement of Request

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Mayor and Council:

1. I (we) the undersigned being the owner(s) of the property legally described as:

(Insert legal description [metes and bounds] here or attach separately.

TR 17
ABST 20 J H EDWARDS

hereby request the annexation of described property into the City of Tomball. Included with this request for annexation are all pertinent property Harris County Appraisal District Account Numbers:
0402200010065

(Obtainable through the County Clerk's Office)

2. The described property is contiguous to the City of Tomball's corporate city limits - Yes ___ No.

3. Attached is proof of ownership of the property by the undersigned - Yes ___ No.



Full Legal Signature

SANTOS GONZALEZ

Name (print)

INTERNATIONAL COMMERCIAL
DEVELOPMENT ENTERPRISE LLC

Company Name (if applicable)

25420 KUYKENDAHL RD STE D-400

Mailing Address (print)

TOMBALL TX 77375-3424

City, State, Zip

832-888-3321

Phone Number

ernestogrey100@gmail.com

E-mail Address (print)

02 / 28 / 2024

Date

Full Legal Signature

Name (print)

Company Name (if applicable)

Mailing Address (print)

City, State, Zip

Phone Number

E-mail Address (print)

Date

Part B: Annexation Property Evaluation & Anticipated Development Information

(Please print or type.)

1. Agent's Contact Information:

Please list any agents acting on behalf of the annexation property owner that should be notified of information pertaining to this annexation request.

(Attach a list of additional agents, if necessary.) _____

Ernesto Grey (Grey Realty),

Name: Ernesto Quintanilla (Concept E&Y),

Company Name: Concept E&Y

Mailing Address: 810 S MASON RD, SUITE 225, KATY TX 77450
City/State/Zip

Phone Number: 210-255-9850

E-mail Address: QUINTANILLA@CONCEPT-EANDY.COM

2. Property Addresses:

Please list all property addresses associated with the proposed annexation property.

(Attach a list of additional property addresses, if necessary.)

a. 16000 Farm to Market 2920, TOMBALL, TX 77377

b. _____

c. _____

d. _____

e. _____

f. _____

g. _____

h. _____

i. _____

j. _____

k. _____

3. Nature of Existing Property:

Property Location: _____ Number of Acres: 11.40

Existing Zoning: N/A

Is development in conformance with existing zoning districts? N/A

Yes ___ No ___ Don't know

Current Assessed Valuation of Land: _____

Improvements: _____

Total: _____

Check if this property does not currently contain any structures, then proceed to #4.

a.) **Residential** (existing)

_____ Check here if there are no residential structures on the property.

No. of Units _____
No. of Lots _____ or Acres _____
Single-Family _____
Duplexes _____
Four-Plex _____
Patio Homes _____
Townhouses _____
Apartments _____

b.) **Office and Commercial** (existing)

_____ Check here if there are no office or commercial structures on the property.

Size (Sq. Ft.) _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

c.) **Institutional** (existing)

_____ Check here if there are no institutional structures on the property.

Size (Sq. Ft.) _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

d.) **Industrial** (existing)

_____ Check here if there are no industrial structures on the property.

Size (Sq. Ft.) _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

4. **Anticipated Development**

a.) **Platting Status** *(Please check the applicable box below)*

_____ A plat pertaining to this property has been submitted to the Community Development Department for review

A plat pertaining to this property will be submitted to the Community Development Department in the near future

_____ A plat will not be submitted within the next 6 months

b.) **Zoning Status** - Please note that properties are annexed as Agricultural "AG", unless zoning reclassification is requested by the property owner in conjunction with annexation.

If a zoning reclassification is desired in conjunction with the annexation process, please check this box and contact the Community Development Department.

Will zoning changes be required and requested in the future to accommodate anticipated development?

Yes If yes, please describe: 11.83 acres of 18.739

No

c.) Residential (anticipated)

Check here if no residential structures are anticipated on the proposed property.

No. of Units 52

Value of Units \$250,000

No. of Lots or Acres 26

Total Estimated Value 13,000,000

Single-Family
Duplexes
Four-Plex
Patio Homes
Townhouses
Apartments
Total 26 bldgs

d.) Office and Commercial (anticipated)

Check here if no office and/or commercial structures are anticipated on the proposed property.

Size (Sq. Ft.) _____

Unit Value (\$/Sq. Ft.) _____

Total Estimated Value _____

Structure _____

Exterior Site Improvements _____

Total Site Coverage _____

e.) Institutional (anticipated)

Check here if no institutional structures are anticipated on the proposed property.

Size (Sq. Ft.) _____

Unit Value (\$/Sq. Ft.) _____

Total Estimated Value _____

Structure _____

Exterior Site Improvements _____

Total Site Coverage _____

f.) Industrial (anticipated)

Check here if no industrial structures are anticipated on the proposed property.

Size (Sq. Ft.) _____

Unit Value (\$/Sq. Ft.) _____

Total Estimated Value _____

Structure _____

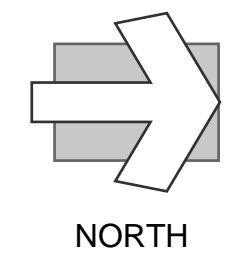
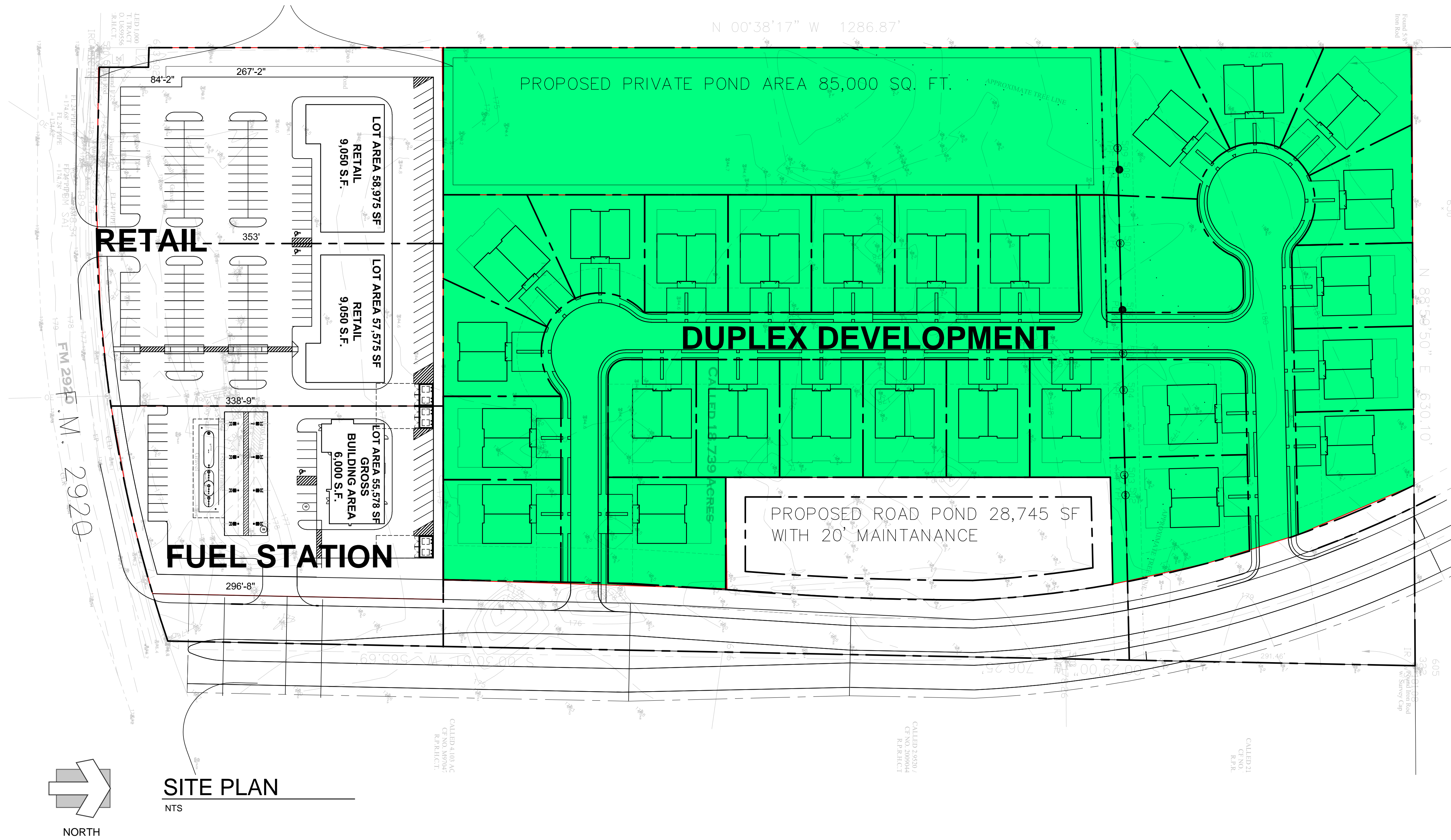
Exterior Site Improvements _____

Total Site Coverage _____

Estimated Number of Employees _____

g.) Staging of Anticipated Development (In %)

	Current						
	Yr	Yr2	Yr3	Yr4	Yr5	Yr10	Yr20
Residential	_____	50%	50%	_____	_____	_____	_____
Office / Commercial	_____	_____	_____	_____	_____	_____	_____
Institutional	_____	_____	_____	_____	_____	_____	_____
Industrial	_____	_____	_____	_____	_____	_____	_____



SITE PLAN
NTS

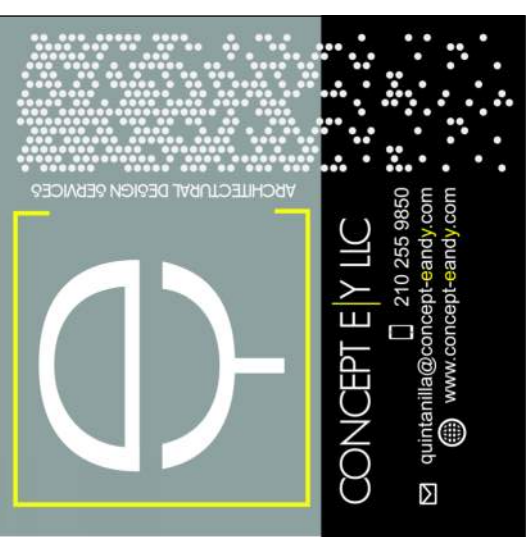
DUPLEX DEVELOPMENT

26 DUPLEX - OR 52 UNITS @ 1 SU PER SINGLE FAMILY UNDER 3K SF.

TOTAL (52 SU X 250 GPD) = 13,000 GPD

TOTAL LAND SIZE 11.40 AC

REV	DATE	DESCRIPTION
A	01.21.2024	UTILITY REQUEST



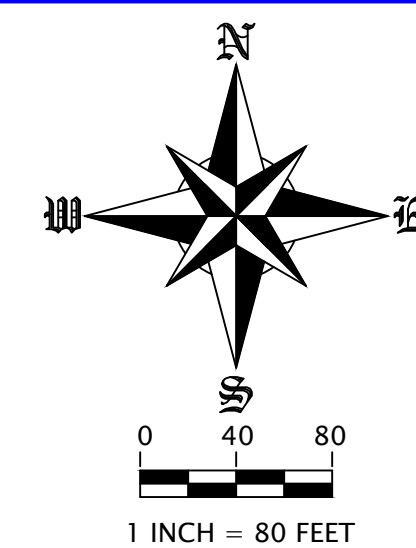
INTERNATIONAL COMMERCIAL
DEVELOPMENT ENT

SHEET NAME

ARCHITECTURAL SITEPLAN

SHEET # **AS100**

16000 FM 2920 RD., TOMBALL, TX 77377



14701 Saint Mary's Lane #150
Houston, Texas 77079
281-584-6688
orders@dartlandservices.com
<http://www.dartlandservices.com>

PROPERTY DESCRIPTION

BOUNDARY SURVEY FOR:

BEING 11.40 ACRES (496,734 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18,739-ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F. NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.H.C.T.), SAID 11.40-ACRES TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH YELLOW CAP FOUND IN THE NORTHERLY RIGHT-OF-WAY (R.O.W.) LINE OF FM 2920 ROAD (120 FOOT WIDE), BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 122-ACRES TRACT RECORDED UNDER C.C.F. NO. M463098 & P133167, O.P.H.C.T., AND THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 0.023-ACRES TRACT RECORDED UNDER C.C.F. NO. U659556, O.P.H.C.T.;

THENCE NORTH 00°38'17" WEST, WITH THE EAST LINE OF SAID 122-ACRES TRACT, PASSING AT A DISTANCE OF 50.00 FEET, TO A 5/8-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 0.023-ACRES TRACT, CONTAINING A TOTAL DISTANCE OF 350.02 FEET TO A 5/8-INCH IRON ROD WITH CAP SET FOR THE POINT OF BEGINNING, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 00°38'17" WEST, CONTINUING WITH THE EAST LINE OF SAID 122-ACRES TRACT, A DISTANCE OF 986.85 FEET, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 31.159-ACRES TRACT RECORDED UNDER C.C.F. NO. V256093, O.P.H.C.T., AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8-INCH IRON ROD FOUND BEARS NORTH-0.57 FEET;

THENCE NORTH 88°59'50" EAST, WITH THE SOUTH LINE OF SAID 31.159-ACRES TRACT, A DISTANCE OF 468.25 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, AND THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG THE FOLLOWING COURSES OVER AND THROUGH SAID 18,739-ACRES TRACT:

-(C1) ALONG SAID CURVE TO THE RIGHT, HAVING A CURVE LENGTH OF 323.32 FEET, A RADIUS OF 1160.00 FEET, A DELTA ANGLE OF 15°58'11", AND A CHORD BEARING AND DISTANCE OF SOUTH 18°31'45" EAST, 322.28 FEET TO A 5/8-INCH IRON ROD WITH CAP (DART) SET;

SOUTH 88°02'40" WEST, A DISTANCE OF 129.28 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET;

SOUTH 00°38'17" EAST, A DISTANCE OF 392.17 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET;

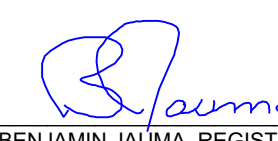

NORTH 89°21'43" EAST, A DISTANCE OF 132.95 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET;

SOUTH 02°07'38" WEST, A DISTANCE OF 84.93 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET;

SOUTH 00°29'41" WEST, A DISTANCE OF 193.22 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET;

THENCE SOUTH 89°21'43" WEST, OVER AND THROUGH SAID 18,739-ACRES TRACT, A DISTANCE OF 562.55 FEET, TO THE POINT OF BEGINNING AND CONTAINING 11.40-ACRES (496,734 SQUARE FEET) MORE OR LESS.

I, BENJAMIN JAUMA, DO HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND, IN ACCORDANCE WITH THE INFORMATION PROVIDED TO ME AND THAT IT CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY. THERE WERE NO ENCROACHMENTS APPARENT ON THE GROUND EXCEPT AS SHOWN HEREON. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.

BENJAMIN JAUMA, REGISTERED PROFESSIONAL LAND SURVEYOR OF TEXAS REGISTRATION No. 6417

PROJECT INFORMATION

ADDRESS: 16000 FM 2920 ROAD, TOMBALL, TEXAS 77377

PURCHASER: -

LENDER: -

TITLE COMPANY: -

GPR: -

DRAWN: 05-09-24/TR

CHECKER: 05-09-24/BJ

FIELD CREW: 04-19-24/JP

KEY MAP #: 287M

GENERAL NOTES

1.) SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

2.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

3.) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.

5.) THIS SURVEY MEETS THE STANDARDS FOR A LAND SURVEY IN THE STATE OF TEXAS AS DEFINED IN THE MANUAL OF PRACTICE BY TEXAS SOCIETY OF PROFESSIONAL SURVEYORS.

4.) THIS SURVEY IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND IS VALID FOR THIS TRANSACTION ONLY. ANY LOSS RESULTING FROM UNAUTHORIZED USE SHALL NOT BE THE RESPONSIBILITY OF DART LAND SERVICES. USE OF THIS SURVEY, BY ANY PARTIES OTHER THAN THE PAYING CLIENT OF THE TRANSACTION DATED TODAY, SHALL BE AT THE USER'S OWN RISK.

6.) ALL BEARINGS ARE BASED ON RECORDED DEED.

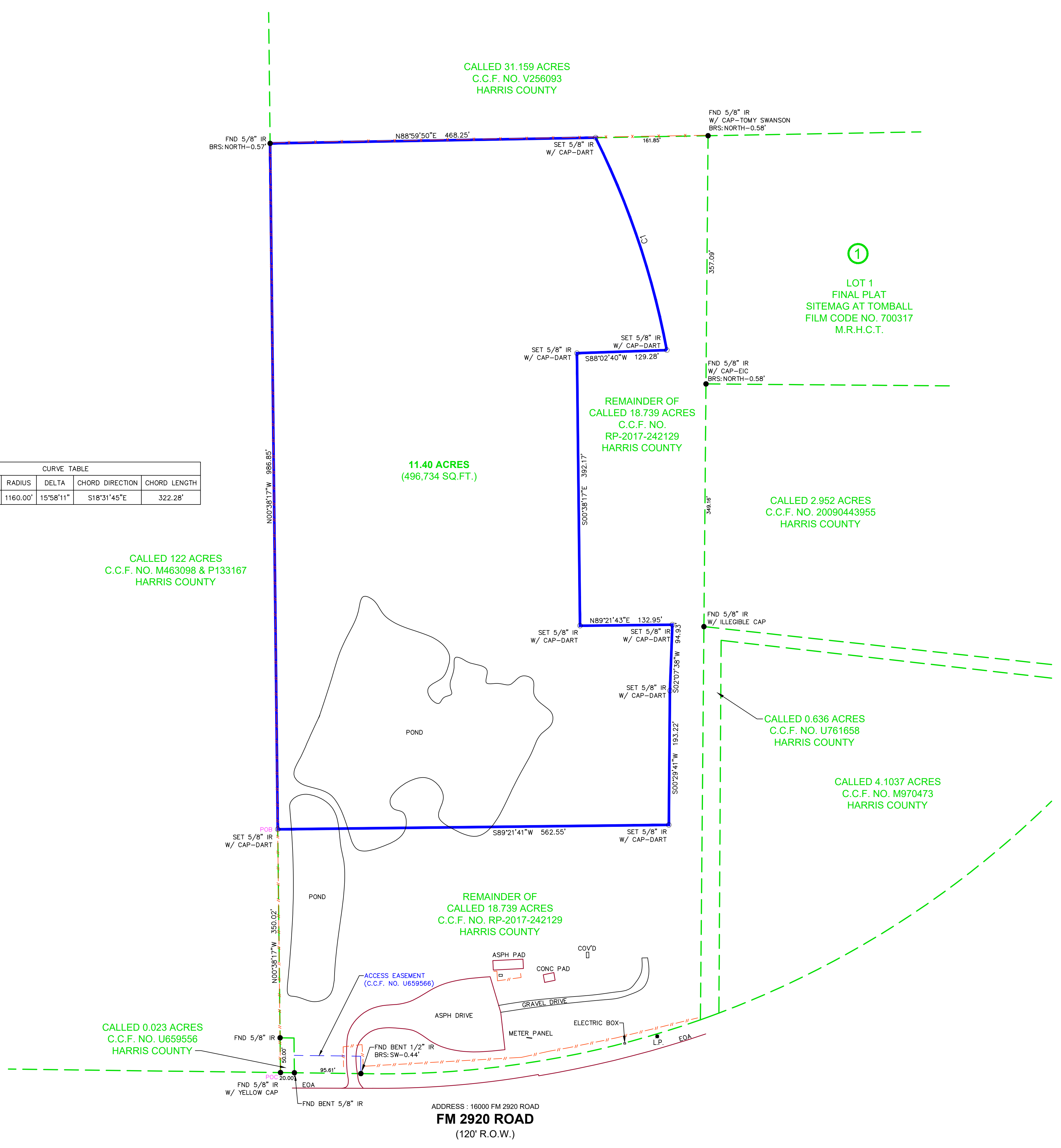
6.) FENCES OVERLAP PROPERTY LINES AS SHOWN.

LEGEND		SURVEYOR'S NOTES
POB - POINT OF BEGINNING		-SURVEYOR HAS NOT ABSTRACTED SUBJECT PROPERTY.
POB - POINT OF BEGINNING		-SURVEY IS BASED ON TITLE COMMITMENT LISTED.
RCP - REINFORCED CONCRETE PIPE		-ALL BUILDING LINES AND EASEMENTS ARE PER RECORDED PLAT UNLESS OTHERWISE SHOWN.
COVD - COVERED		
LP - LIGHT PIPE		
TP - TOWER POLE		
CCC - CONC. CONCRETE		
HCB - HIGHBEAM CONCRETE		
AE - AERIAL EASEMENT		
BC - BACK OF CURB		
EA - EDGE OF ASPHALT		
EH - FIRE HYDRANT		
EM - WATER METER		
EW - WATER VALVE		
WV - WATER VALVE		
FPP - FRISHED TOP PIPE		
UE - UTILITY EASEMENT		
BL - BUILDING LINE		
CL - CENTER LINE		
RL - RAILROAD		
IR - IRON ROD		
EA - EDGE OF ASPHALT		
ES - EASEMENT		
EM - EASEMENT		
ST - STORM		
SN - SW-0.44"		
WF - WOOD FENCE		
WPF - WOOD FENCE POST		
IF - IRON FENCE POST		
BF - BARBARE FENCE POST		
EP - EDGE OF PAVEMENT		
EP - EDGE OF ASPHALT/BRICK/TILE		
BL - BOUNDARY LINE		
AP - ADJOINING PROPERTY LINE		

REVISION No.	REVISION DATE	DESCRIPTION OF REVISION
1	-	-
2	-	-
3	-	-

REVISION No.	REVISION DATE	DESCRIPTION OF REVISION
1	-	-
2	-	-
3	-	-

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	323.32'	1160.00'	15°58'11"	S18°31'45"E	322.28'



JOB No. 2024-04-006



14701 Saint Mary's Lane
 Ste. 150
 Houston, TX 77079
 Office: 281-584-6688

**METES AND BOUNDS DESCRIPTION
 11.40-ACRES (496,734 SQUARE FEET.)
 JOHN EDWARDS SURVEY, ABSTRACT NO. 20 &
 CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311
 HARRIS COUNTY, TEXAS**

BEING 11.40 ACRES (496,734 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739-ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F. NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 11.40-ACRES TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING At a 5/8-inch iron rod with yellow cap found in the northerly Right-Of-Way (R.O.W.) line of FM 2920 Road (120 foot wide), being the southeast corner of that certain tract of land described as 122-acres tract recorded under C.C.F. NO. M463098 & P133167, O.P.R.H.C.T., and the southwest corner of that certain tract of land described as 0.023-acres tract recorded under C.C.F. NO. U659556, O.P.R.H.C.T.;

THENCE North 00°38'17" West, with the east line of said 122-acres tract, passing at a distance of 50.00 feet, a 5/8-inch iron rod found for the northwest corner of said 0.023-acres tract, continuing a total distance of 350.02 feet to a 5/8-inch iron rod with cap set for the **POINT OF BEGINNING**, and the southwest corner of the herein described tract;

THENCE North 00°38'17" West, continuing with the east line of said 122-acres tract, a distance of 986.85 feet, to the southwest corner of that certain tract of land described as 31.159-acres tract recorded under C.C.F. NO. V256093, O.P.R.H.C.T., and the northwest corner of the herein described tract, from which a 5/8-inch iron rod found bears NORTH - 0.57 feet;

THENCE North 88°59'50" East, with the south line of said 31.159-acres tract, a distance of 468.25 feet, to a 5/8-inch iron rod with cap (DART) set for the northeast corner of the herein described tract, and the beginning of a curve to the right;

THENCE along the following courses over and through said 18.739-acres tract:

- (C1)** along said curve to the right, having a curve length of 323.32 feet, a radius of 1160.00 feet, a delta angle of 15°58'11", and a chord bearing and distance of South 18°31'45" East, 322.28 feet to a 5/8-inch iron rod with cap (DART) set;
- South 88°02'40" West, a distance of 129.28 feet, to a 5/8-inch iron rod with cap (DART) set;
- South 00°38'17" East, a distance of 392.17 feet, to a 5/8-inch iron rod with cap (DART) set;
- North 89°21'43" East, a distance of 132.95 feet, to a 5/8-inch iron rod with cap (DART) set;
- South 02°07'38" West, a distance of 94.93 feet, to a 5/8-inch iron rod with cap (DART) set;
- South 00°29'41" West, a distance of 193.22 feet, to a 5/8-inch iron rod with cap (DART) set;

THENCE South 89°21'41" West, over and through said 18.739-acres tract, a distance of 562.55 feet, to the **POINT OF BEGINNING** and containing 11.40-Acres (496,734 Square feet) more or less.

Benjamin Jauma
 R.P.L.S. No. 6417
 May 10, 2024



Job No. 2024-04-006
 FIRM number 10194710

EXHIBIT B
SERVICE PLAN

- I. **Introduction.** This Municipal Service Plan (the “Plan”) is made by the City of Tomball, Texas (the “City”), pursuant to Chapter 43 of the Texas Local Government Code. This Plan relates to the annexation by the City of the tract of land (the “Tract”) described in metes and bounds in “Exhibit A”, which is attached to the Petition, this Plan, and to the annexation ordinance which this Plan is a part.

- II. **Effective Term.** This Plan shall be in effect for a period of ten (10) years commencing on the effective date of the annexation of the Tract, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

- III. **Intent.** It is the intent of the City that services under this Plan shall equal the number of services and level of services in existence within the Tract prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected within the Tract. However, it is not the intent of this Plan to require that a uniform level of service be provided to all areas of the City, including the Tract, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

The City reserves the right, granted to it by Section 43.056(k), Texas Local Government Code, to amend this Plan, if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Texas Local Government Code, or other Texas laws to make this Plan unworkable, obsolete, or unlawful.

IV. **Service Programs.**

A. In General.

- 1. This Plan includes the following service programs: a General Services Program and a Capital Improvement Program.

- 2. As used in this Plan, “providing services” shall include having services provided by any method or means by which the City may extend municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

As used in this Plan, the phrase “standard policies and procedures” shall mean those policies and procedures of the City applicable to a particular service, which are in effect either at the time that the service is requested or

at the time the service is made available or provided. Such policies and procedures may require a specific type of request be made, such as an application or a petition, may require that fees or charges be paid, and may include eligibility requirements or other similar provisions.

3. **Extension Policy.** The following information is a summary of the City's policies respecting water, wastewater and gas service extensions. This summary is made in compliance with Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing herein shall repeal any provisions of the Code of Ordinances of the City, as amended, or any of the uncodified ordinances that contain the City's policies and procedures.

The City extends water, wastewater, and gas services to existing unserved development as follows:

Construction of such service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of any water and/or wastewater lines into the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) and to provide adequate capacity for projected service requirements.

Persons or entities desiring to develop land within unserved areas must construct water, wastewater, and gas service lines and extensions to connect to City trunk lines to serve the new development.

- B. **General Services Program.** The following services will be provided within the Tract within the period required by State law: police protection, fire protection, solid waste collection, operation and maintenance of water, wastewater, and gas facilities, operation and maintenance of roads and streets, including lighting, operation and maintenance of parks, playgrounds, and swimming pools, and maintenance of any other publicly owned facility, building or service. The General Services Program plan is as follows:

1. Police Protection. The Police Department of the City will provide protection and law enforcement within the Tract. These activities will include routine patrols and responses, handling of complaints and incident reports, and, as appropriate, support by special units. In order to provide the above services, the Police Department will operate from a City facility.

2. Fire Protection. The Fire Department of the City currently provides fire protection to the Tract. Fire protection will be provided from either the southside or central fire stations. Fire protection will remain at the current level of service.
3. Solid Waste Collection. All eligible residences and businesses will be provided solid waste collection service, either by City personnel or by contract.
4. Maintenance of Water, Wastewater, and Gas Facilities. There are no City water, wastewater, or gas facilities currently located within the Tract. If any such facilities are constructed or acquired by the City within the Tract, the City's Department of Public Works will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
5. Operation and Maintenance of Roads and Streets (including lighting). The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through an electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
6. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Department of Parks and Recreation will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
7. Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's Department of

Public Works, as needed. Any other facility, building, or service existing or which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

- C. Capital Improvement Program. It is the intent of the City to provide full City services within the Tract not less than four and one-half (4-1/2) years after the effective date of annexation of the Tract, in accordance with the Texas Local Government Code, § 43.056(e).

The City will initiate the acquisition and construction of the capital improvements necessary to provide municipal services adequate to serve the Tract. Any necessary construction or acquisition is indicated below, and any such construction or acquisition shall begin within two (2) years of the effective date of this Plan and shall be substantially completed within 4-1/2 years, except as otherwise indicated:

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded police facilities.
2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.
3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.
4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan.
5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water facilities. Water services will be provided according to the standard policies

and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of water services is attached to and made a part of this Plan.

6. Gas Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public gas facilities. Gas services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of gas services is attached to and made a part of this Plan.
7. Roads and Streets (including lighting). The City will acquire jurisdiction in and over all public roads and streets within the Tract upon annexation, pursuant to Section 311.001 of the Texas Transportation Code and other similar provisions, except for public roads and streets subject to the jurisdiction of other governmental entities. Additional roads, streets, or related facilities are not necessary at this time to service the Tract. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices or street lights, within the Tract will be governed by standard policies and procedures of the City. The Tract will be included with other City territory in connection with planning for new, improved, revised, widened, or enlarged roads, streets, or related facilities.
8. Parks, Playgrounds, and Swimming Pools. No capital improvements are necessary at this time to provide park and recreational services to the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded parks, playgrounds, and/or swimming pools.
9. Other Publicly Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services can be provided to the Tract by using existing capital improvements. At this time, additional capital improvements are not necessary to provide City services. However, the Tract will be included with other City territory in connection with planning for new, revised, or expanded facilities, functions, and services.

- V. **Amendment**. This Plan may not be amended or repealed, except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes at any time. This Plan is subject to, and shall be interpreted in accordance with, the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and any orders, rules, or regulations of any other governmental body having jurisdiction.

- VI. **Force Majeure.** In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Plan, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City’s obligations, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term “force majeure” shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.
- VII. **Entire Plan.** This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

If one or more provisions of this Plan is held to be invalid, unenforceable, or illegal in any respect, the remainder of the Plan shall remain valid and in full force and effect.

SIGNATURES

For the City:

For the Property Owner:

Name [Signature]

Name [Signature]

Name [Printed]

Name [Printed]

Position

Company [if applicable]

Date

Date

SERVICE AGREEMENT NOT VALID UNTIL SIGNED BY CITY REPRESENTATIVE AND
PROPERTY HAS BEEN ANNEXED

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS: THAT**
COUNTY OF HARRIS §

FREDDY WIRT, A MARRIED MAN, NOT JOINED HEREIN BY MY SPOUSE AS THE PROPERTY HEREIN CONVEYED CONSTITUTES NO PART OF OUR HOMESTEAD ("Grantor"), whose mailing address is 20716 Cedar Ln, Tomball, Texas 77377, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to Grantor in hand paid by **INTERNATIONAL COMMERCIAL DEVELOPMENT ENTERPRISE, LLC,** a Texas limited liability company ("Grantee"), whose mailing address is 25420 Kuykendahl Rd, Suite D-400, Tomball, Texas 77375, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, Grantor's entire undivided ownership interest in the real property, together with all improvements thereon, described as follows (the "Property"):

BEING A 18.739 ACRE TRACT OF LAND IN THE JOHN EDWARDS SURVEY (A-20), AND THE CHAUNCEY GOODRICH SURVEY, (A-311) IN HARRIS COUNTY, TEXAS, OUT OF THAT CERTAIN 130.971 ACRE TRACT OF LAND DESCRIBED UNDER CLERK'S FILE NO. T469927, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS (OPRRPHCOTX), SAID 18.739 ACRES IS HEREAFTER REFERRED TO AS "THE SUBJECT TRACT" AND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging to have and to hold unto Grantee, and Grantee's heirs, successors and assigns, forever; and Grantor does hereby bind itself and its heirs and successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to (i) to the liens securing payment of ad valorem taxes for the current and all subsequent years and (ii) easements, liens, reservations, covenants, conditions, and restrictions of record in **Harris County, Texas**, or visible or apparent on the ground to the extent the foregoing affect the Property. By acceptance of this Deed, Grantee assumes and agrees to perform all of the obligations of Grantor under said easements, reservations, covenants, conditions and restrictions, and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years.

**FILED BY
ALAMO TITLE COMPANY
(HOUSTON)**

17066923

RP-2017-242129

When the context requires, singular nouns and pronouns include the plural.

EXECUTED AS OF AND EFFECTIVE the 31 day of May, 2017.

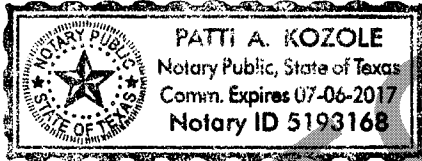
GRANTOR:

Freddy Wirt
FREDDY WIRT

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF Harris §

Before me, a Notary Public, on the 31 day of May, 2017, personally appeared **FREDDY WIRT**, who acknowledged that he did sign the foregoing instrument, and acknowledged to me that he executed the same for the uses and purposes and consideration therein expressed.



Patti A. Kozole
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

THE HAY LEGAL GROUP PLLC
611 W. 5th Street, Suite 300
Austin, Texas 78701

RP-2017-242129

UNOFFICIAL COPY

LEGAL DESCRIPTION

Order No.: ATCH17066923

Being a **18.739** acre tract of land in the **John Edwards Survey (A-20)**, and the **Chauncey Goodrich Survey, (A-311)** in Harris County, Texas, out of that certain 130.971 acre tract of land described under Clerk's File No. T469927, of the Official Public Records of Real Property of Harris County, Texas (OPRRPHCoTx), said 18.739 acres is hereafter referred to as "the subject tract" and is more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found lying in a curve in the North right-of-way line of FM 2920 (120 Ft. R-O-W), and marking the lower Southeast corner of the said 130.971 acre tract (hereafter called "parent tract"). Said point marks the Southeast corner of the subject tract, and the Southwest corner of a forty-foot-wide strip of land that is the old abandoned right-of-way of Tomball Waller Road;

THENCE in a westerly direction with a curve to the right along the North line of F. M. 2920 (Radius = 1372.40', Central Angle = 20°45'42", Chord = South 80°59'48" West - 494.58') an arc length of 497.30 feet to a 5/8 inch iron rod found marking the end of said curve;

THENCE North 89°16'00" West, continuing with the North line of F.M. 2920, a distance of 95.61feet to a 5/8 inch iron rod found marking the lower Southwest corner the subject tract, and the Southeast corner of that certain twenty-by-fifty foot (20' X 50') tract of land described in deed to Salem Lutheran Church recorded under Clerk's File No. U659556;

THENCE North 00°38'17" West, departing the North line of F.M. 2920 a distance of 50.00 feet to a 5/8 inch iron rod found marking an interior corner of the subject tract, and the Northeast corner of the said Salem Lutheran Church tract;

THENCE North 89°16'00" West, a distance of 20.00 feet to a 5/8 inch iron rod found lying in the West line of the parent tract, in the East line of that certain 121 acre tract of land recorded in Volume 3948, Page 462, and Volume 962, Page 260 (HCDR) and marking the upper Southwest corner of the subject tract, and the Northwest corner of the said Salem Lutheran Church tract;

THENCE North 00°38'17" West, with the West line of the parent tract, a distance of 1286.87 feet to a 5/8 inch iron found marking the Northwest corner of the subject tract, and the Southwest corner of that certain 31.159 acre tract of land described under Clerk's File No. V256093;

THENCE North 88°59'50" East, departing the West line of the parent tract and with the South line of the said 31.159 acre tract, a distance of 630.10 feet to a 5/8 inch iron rod found marking the Northeast corner of the subject tract, and the Northwest corner of that certain 21.001 acre tract of land described under Clerk's File No. U682638;

THENCE South 00°29'00" West departing the South line of the said 31.159 acre tract, a distance of 706.25 feet to a 5/8 inch iron rod found marking the Southwest corner of the said 21.001 acre tract, an outside corner of a ninety-degree bend in the said old abandoned right-of-way of Tomball Waller Road, an interior corner of the parent tract, and a slight angle point in the East line of the subject tract;

THENCE South 00°30'51" West, with the West line of the said abandoned right-of-way, a distance of 565.69 feet to the **POINT OF BEGINNING** and containing 18.739 acres of land.

RP-2017-242129

UNOFFICIAL

RP-2017-242129
Pages 4
06/01/2017 02:18 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$24.00

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

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

COPY

ORDINANCE No. 2024-36

AN ORDINANCE GRANTING THE REQUEST FOR ANNEXATION OF A CERTAIN TRACT OF LAND BEING 11.40 ACRES (496,734 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739 ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F.NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.); PROVIDING FOR A SERVICE PLAN; PROVIDING FOR SEVERABILITY.

WHEREAS, International Commercial Development Enterprise, LLC, a Texas limited liability company, acting through its agent, Santos Gonzalez, is the owner (the "Owner") of the said property described in Exhibit A (the "Property") evidenced by Special Warranty Deed as Exhibit C; and

WHEREAS, the Owners has submitted a request that the City of Tomball annex the Property into the City of Tomball, Exhibit A; and

WHEREAS, the above described tract lies within the extraterritorial jurisdiction of the City of Tomball, Texas; and

WHEREAS, Texas Local Government Code, at Section 43.0671 allows a municipality to annex an area if each owner of the land in the area requests the annexation, the municipality conducts a public hearing on the proposed annexation, and the owners and the municipality enter into a written agreement for the provision of services in the area to be annexed; and

WHEREAS, the Property does not qualify for agricultural or wildlife management use or as timber land; and

WHEREAS, on November 4, 2024, a public hearing was held at the City of Tomball City Council Chambers, at 401 Market Street, Tomball, Texas 77375, where all interested persons were provided an opportunity to be heard on the request for annexation of the Property; and

WHEREAS, the City of Tomball has agreed to provide the services set forth in Exhibit B to the proposed annexed area;

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

Section 1. That all the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this ordinance.

Section 2. The request for the annexation of the Property described in Exhibit A attached hereto and incorporated herein for all purposes is hereby GRANTED.

Section 3. The land and territory are hereby added and annexed to the City of Tomball, Texas, and said territory hereinafter described shall hereafter be included within the boundary limits of the City of Tomball, Texas, to wit:

SEE ATTACHED (**Exhibit A**)

Section 4. That the above described territory and the area so annexed shall be a part of the City of Tomball, Texas, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Tomball, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Tomball, Texas.

Section 5. That the service plan attached hereto, as **Exhibit B** is hereby adopted as part of the annexation of the Property described in **Exhibits A**.

Section 6. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

Section 7. Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Tomball, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to all of the remainder of the area. If there is included within the general description of territory set out in this Ordinance to be annexed to the City of Tomball any lands or area which are presently part of and included within the limits of any other city or within the extraterritorial jurisdiction of any other city, or which are not within the City of Tomball's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed as fully as if such excluded and excepted area were expressly described herein.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON 4th DAY OF NOVEMBER 2024.

COUNCILMAN FORD	<u>YEA</u>
COUNCILMAN GARCIA	<u>ABSENT</u>
COUNCILMAN DUNAGIN	<u>YEA</u>
COUNCILMAN COVINGTON	<u>YEA</u>
COUNCILMAN PARR	<u>YEA</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON 18th DAY OF NOVEMBER 2024.

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

FOR: CITY OF TOMBALL, TEXAS

LORI KLEIN QUINN, Mayor

ATTEST:

TRACY GARCIA, City Secretary

FOR: THE OWNER

_____ [SIGNATURE]

_____ [NAME]

ACKNOWLEDGEMENT

For the City

State of Texas §
County of Harris §

This instrument was executed before me on _____ 2024, by _____,
DATE NAME
_____ of the City of Tomball, a Texas municipal corporation, on behalf of
TITLE
said corporation.

[SEAL]

Notary Public in and for the State of Texas

For the Owners

State of _____ §
County of _____ §

This instrument was executed before me on _____ 2024, by _____,
DATE NAME
_____ of _____, a State of _____,
TITLE ORGANIZATION NAME STATE ORGANIZATION TYPE
on behalf of said organization.

[SEAL]

Notary Public in and for the State of Texas

City Council Agenda Item Data Sheet

Meeting Date: November 18, 2024

Topic:

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

Background:

Public Hearing held and First Reading approved during the Regular City Council meeting held on November 4, 2024.

The applicant is requesting annexation into the City of Tomball. Proposed rezoning of 4.339 acres (189,008 square feet) of land from Agricultural (AG) to General Retail (GR) after initial annexation.

Origination: International Commercial Development Enterprise LLC

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

Annexation Request



The City of Tomball requires annexation as a condition of extending municipal water, wastewater and/or other utility services to property located outside of the City's full-purpose jurisdiction. Following annexation, available utility services will be provided to the annexed property under the same terms and conditions as for other property located within the City of Tomball.

The undersigned property owner requests full-purpose annexation of the subject tract into the City of Tomball's full purpose jurisdiction in accordance with Chapter 43 of the Texas Local Government Code.

Requesting annexation does not change the City's obligation to provide municipal services in accordance with Chapter 43 of the Texas Local Government Code.

For information regarding the City's annexation process, please contact the City Secretary at 281-290-1002 or the Community Development Department at 281-290-1405.

Annexation must be completed prior to extension of water, wastewater, and/or other utilities.

I/We, the undersigned, am/are the current owner(s) of the tract described above and I/we request annexation into the City of Tomball for full-purposes in accordance with Chapter 43 of the Texas Local Government Code.

Santos Gonzalez

Name of Owner(s) (Type or Print)

02 / 28 / 2024

Owner's Signature

Date

Received by City Secretary

Date

Received by Community Development Department

Date

CITY OF TOMBALL
ANNEXATION REQUEST APPLICATION
Part A: Statement of Request

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Mayor and Council:

1. I (we) the undersigned being the owner(s) of the property legally described as:

(Insert legal description [metes and bounds] here or attach separately.

TR 17
ABST 20 J H EDWARDS

hereby request the annexation of described property into the City of Tomball. Included with this request for annexation are all pertinent property Harris County Appraisal District Account Numbers:
0402200010065

(Obtainable through the County Clerk's Office)

2. The described property is contiguous to the City of Tomball's corporate city limits - Yes ___ No.

3. Attached is proof of ownership of the property by the undersigned - Yes ___ No.

Full Legal Signature

SANTOS GONZALEZ

Name (print)

INTERNATIONAL COMMERCIAL
DEVELOPMENT ENTERPRISE LLC

Company Name (if applicable)

25420 KUYKENDAHL RD STE D-400

Mailing Address (print)

TOMBALL TX 77375-3424

City, State, Zip

832-888-3321

Phone Number

ernestogrey100@gmail.com

E-mail Address (print)

02 / 28 / 2024

Date

Full Legal Signature

Name (print)

Company Name (if applicable)

Mailing Address (print)

City, State, Zip

Phone Number

E-mail Address (print)

Date

Part B: Annexation Property Evaluation & Anticipated Development Information

(Please print or type.)

1. Agent's Contact Information:

Please list any agents acting on behalf of the annexation property owner that should be notified of information pertaining to this annexation request.

(Attach a list of additional agents, if necessary.) _____

Ernesto Grey (Grey Realty),

Name: Ernesto Quintanilla (Concept E&Y),

Company Name: Concept E&Y

Mailing Address: 810 S MASON RD, SUITE 225, KATY TX 77450
City/State/Zip

Phone Number: 210-255-9850

E-mail Address: QUINTANILLA@CONCEPT-EANDY.COM

2. Property Addresses:

Please list all property addresses associated with the proposed annexation property.

(Attach a list of additional property addresses, if necessary.)

a. 16000 Farm to Market 2920, TOMBALL, TX 77377

b. _____

c. _____

d. _____

e. _____

f. _____

g. _____

h. _____

i. _____

j. _____

k. _____

3. Nature of Existing Property:

Property Location: _____ Number of Acres: 4.339

Existing Zoning: N/A

Is development in conformance with existing zoning districts? N/A
Yes ___ No ___ Don't know

Current Assessed Valuation of Land: _____

Improvements: _____

Total: _____

Check if this property does not currently contain any structures, then proceed to #4.

a.) **Residential** (existing)

_____ Check here if there are no residential structures on the property.

No. of Units _____
No. of Lots _____ or Acres _____
Single-Family _____
Duplexes _____
Four-Plex _____
Patio Homes _____
Townhouses _____
Apartments _____

b.) **Office and Commercial** (existing)

_____ Check here if there are no office or commercial structures on the property.

Size (Sq. Ft.) _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

c.) **Institutional** (existing)

_____ Check here if there are no institutional structures on the property.

Size (Sq. Ft.) _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

d.) **Industrial** (existing)

_____ Check here if there are no industrial structures on the property.

Size (Sq. Ft.) _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

4. **Anticipated Development**

a.) **Platting Status** *(Please check the applicable box below)*

_____ A plat pertaining to this property has been submitted to the Community Development Department for review

A plat pertaining to this property will be submitted to the Community Development Department in the near future

_____ A plat will not be submitted within the next 6 months

b.) **Zoning Status** - Please note that properties are annexed as Agricultural "AG", unless zoning reclassification is requested by the property owner in conjunction with annexation.

If a zoning reclassification is desired in conjunction with the annexation process, please check this box and contact the Community Development Department.

Will zoning changes be required and requested in the future to accommodate anticipated development?

Yes If yes, please describe: 4.35 acres of 18.739
 No

c.) Residential (anticipated)

Check here if no residential structures are anticipated on the proposed property.

No. of Units _____ **Value of Units** _____
No. of Lots or Acres _____ **Total Estimated Value** _____

Single-Family _____
Duplexes _____
Four-Plex _____
Patio Homes _____
Townhouses _____
Apartments _____
Total _____

d.) Office and Commercial (anticipated)

Check here if no office and/or commercial structures are anticipated on the proposed property.

Size (Sq. Ft.) 25,000 SF 2 RETAIL SHELL BLDGS (9,050 SF EA)
Unit Value (\$/Sq. Ft.) 250 SF W/ 50% RESTAURANT
Total Estimated Value 6,250,000 1 GAS STATION W/1.5
Structure _____
Exterior Site Improvements _____

Total Site Coverage 189,685 SF

e.) Institutional (anticipated)

Check here if no institutional structures are anticipated on the proposed property.

Size (Sq. Ft.) _____
Unit Value (\$/Sq. Ft.) _____
Total Estimated Value _____
Structure _____
Exterior Site Improvements _____

Total Site Coverage _____

f.) Industrial (anticipated)

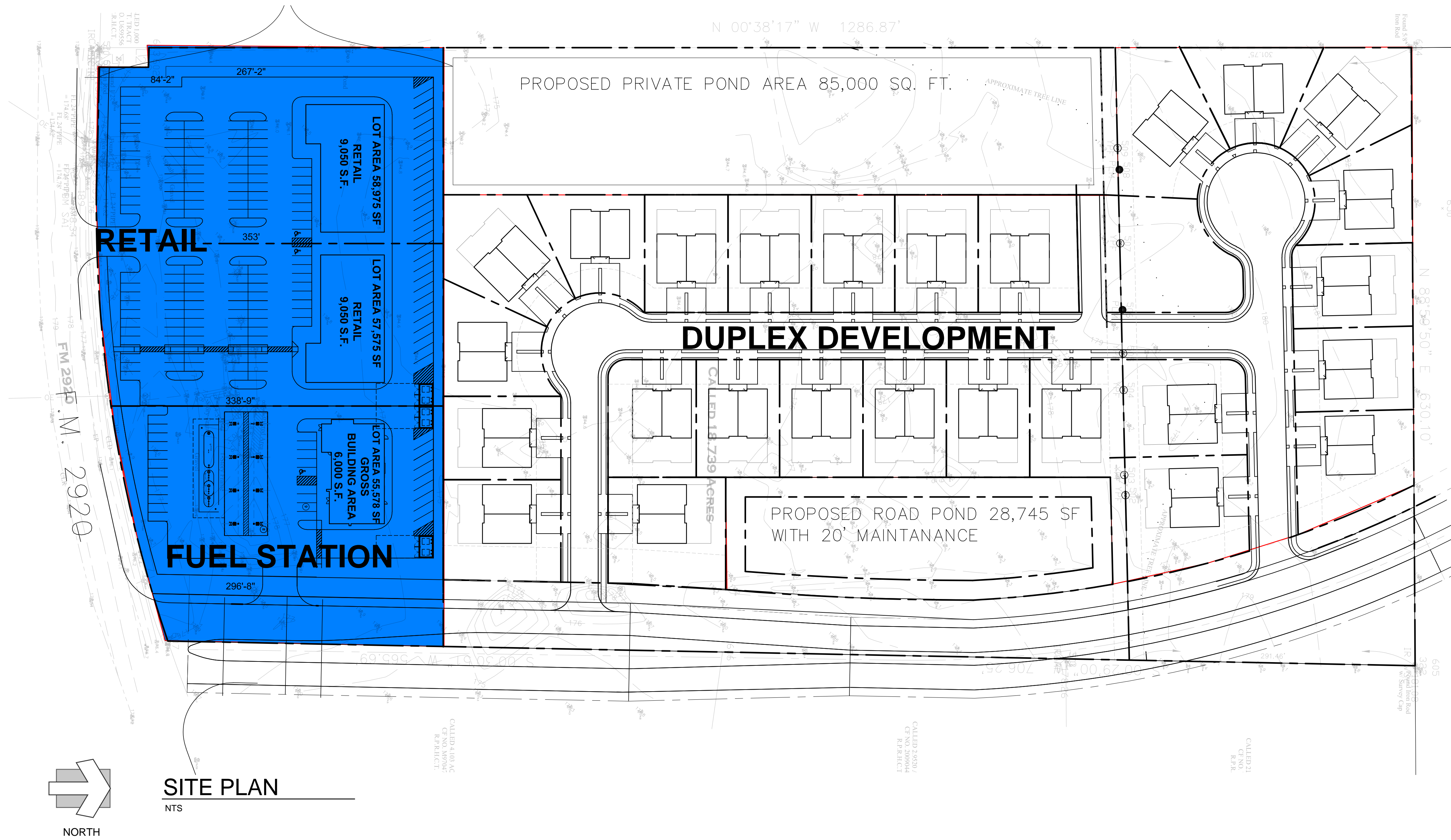
Check here if no industrial structures are anticipated on the proposed property.

Size (Sq. Ft.) _____
Unit Value (\$/Sq. Ft.) _____
Total Estimated Value _____
Structure _____
Exterior Site Improvements _____

Total Site Coverage _____
Estimated Number of Employees _____

g.) Staging of Anticipated Development (In %)

	Current						
	Yr	Yr2	Yr3	Yr4	Yr5	Yr10	Yr20
Residential	_____	<u>50%</u>	<u>50%</u>	_____	_____	_____	_____
Office / Commercial	_____	<u>50%</u>	<u>50%</u>	_____	_____	_____	_____
Institutional	_____	_____	_____	_____	_____	_____	_____
Industrial	_____	_____	_____	_____	_____	_____	_____



GENERAL COMMERCIAL

FUEL STATION

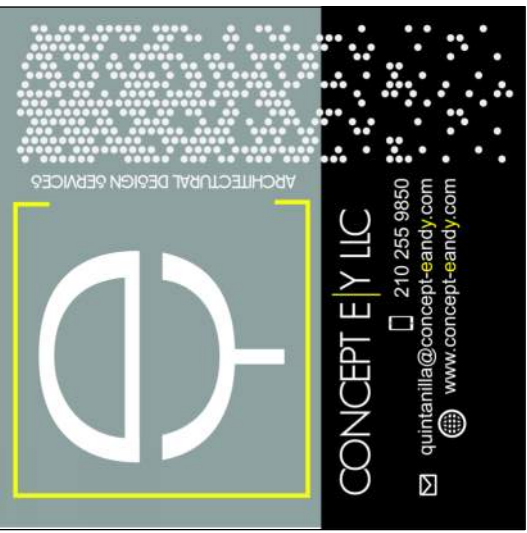
1 FUEL STATION WITH OUT CARWASH + 500SF DELI = 815 GPD
 2.21 SU PER STATION - 1 STATION = 2.21 SU X 250 GPD/SU = 552.5 GPD
 DELI 500 SF 500SF x 0.0021 SU/SF = 1.05 SU X 250 GPD/SU = 262.5 GPD

RETAIL DEVELOPMENT

COMMERCIAL DEVELOPMENT
 2 RETAIL CENTER 9,050 SF EA = 18,100 SF TOTAL = 12,760.5 GPD
 60% REST (10,860 SF) - 40 % RETAIL (7,240 SF)
 RESTAURANT, FULL SERVICE 10,860 SF
 10,860 SF X (0.0033 SF/SU) = 35.838 SU X 250 GPD/SU = 8,959.5 GPD
 RETAIL, 7,240 SF
 7,240 SF X (0.0021 SF/SU) = 15.204 SU X 250 GPD/SU = 3,801 GPD

TOTAL LAND SIZE 4.339 AC

REV	DATE	DESCRIPTION
A	01.21.2024	UTILITY REQUEST



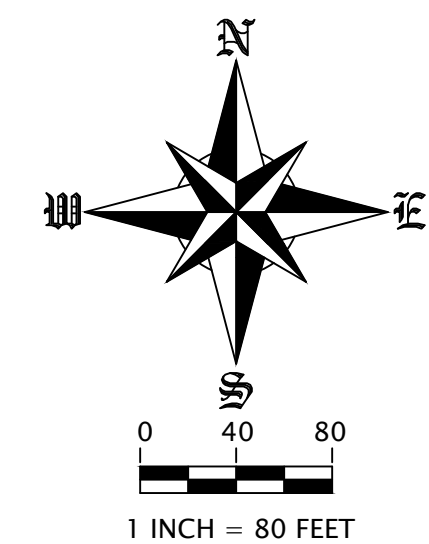
INTERNATIONAL COMMERCIAL DEVELOPMENT ENT

SHEET NAME

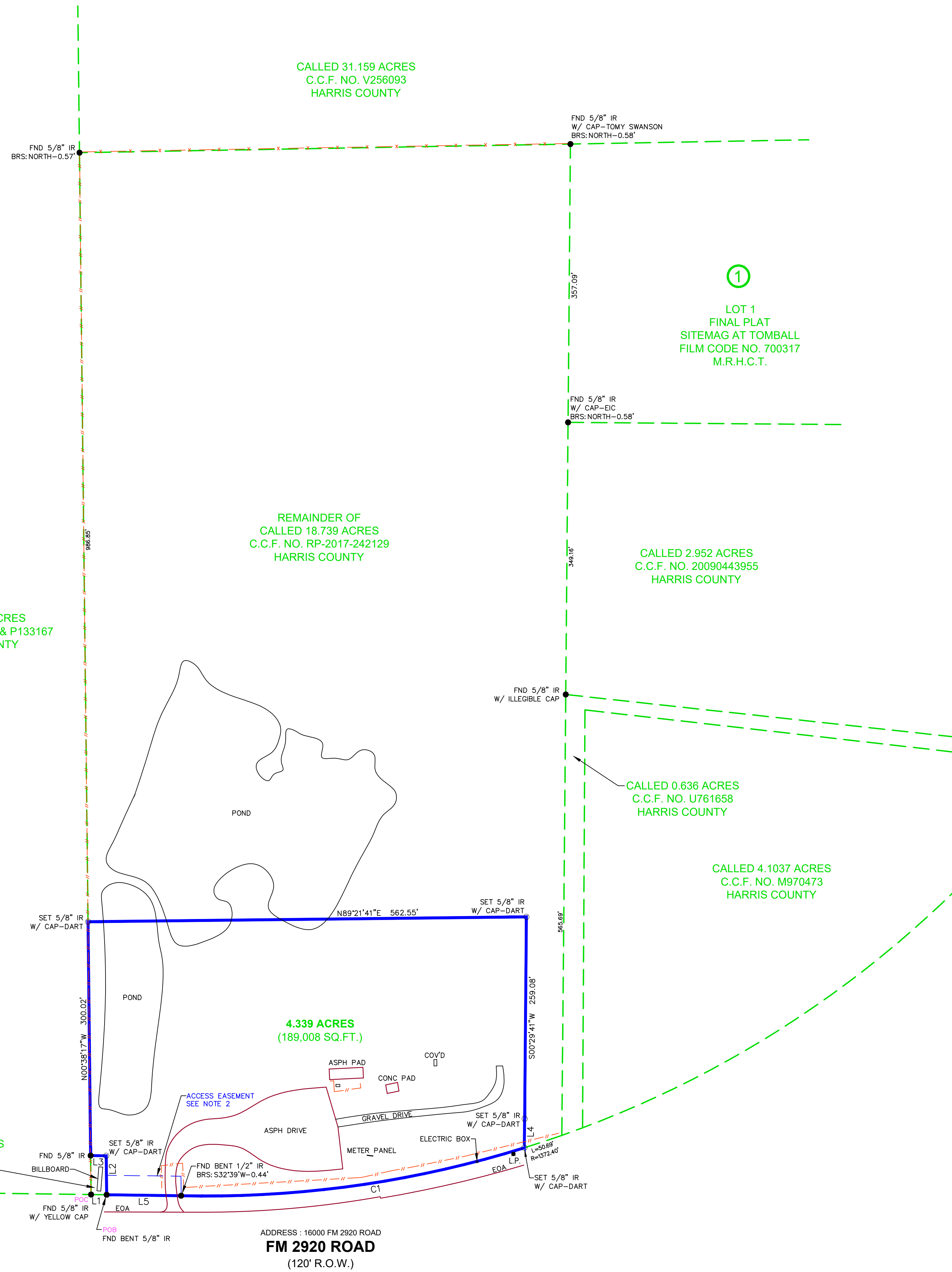
ARCHITECTURAL SITEPLAN

SHEET # **AS100**

16000 FM 2920 RD, TOMBALL TX 77377



14701 Saint Mary's Lane #150
Houston, Texas 77079
281-584-6688
orders@dartlandservices.com
<http://www.dartlandservices.com>



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	446.60'	1372.40'	18°38'42"	S82°03'17"W	444.64'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°16'00"W	20.00'
L2	N00°38'17"W	50.00'
L3	N89°16'00"W	20.00'
L4	S00°38'09"W	37.22'
L5	N89°16'00"W	95.61'

PROPERTY DESCRIPTION: BOUNDARY SURVEY FOR: BEING 4.339-ACRES (189,008 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18,739-ACRES TRACT RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F. NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 4.339-ACRES TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH YELLOW CAP FOUND IN THE NORTHERLY RIGHT-OF-WAY (R.O.W.) LINE OF FM 2920 ROAD (120 FOOT WIDE), BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 122-ACRES TRACT RECORDED UNDER C.C.F. NO. M463098 & P133167, O.P.R.H.C.T., AND THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 0.023-ACRES TRACT RECORDED UNDER C.C.F. NO. U66566, O.P.R.H.C.T.;

THENCE (L1) SOUTH 89°16'00" EAST, WITH THE NORTHERLY R.O.W. LINE OF SAID FM 2920 ROAD, A DISTANCE OF 20.00 FEET TO A BENT 5/8-INCH IRON ROD FOUND FOR THE POINT OF BEGINNING, THE SOUTHEAST CORNER OF SAID 0.023-ACRES TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE (L2) NORTH 00°38'17" WEST, WITH THE EAST LINE OF SAID 0.023-ACRES TRACT, A DISTANCE OF 50.00 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET FOR THE NORTHEAST CORNER OF SAID 0.023-ACRES TRACT, AND AN INTERIOR ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE (L3) NORTH 89°16'00" WEST, WITH THE NORTH LINE OF SAID 0.023-ACRES TRACT, A DISTANCE OF 20.00 FEET, TO A 5/8-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 0.023-ACRES TRACT, AND AN EXTERIOR ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 00°38'17" WEST, WITH THE EAST LINE OF SAID 122-ACRES TRACT, A DISTANCE OF 300.02 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET IN THE WEST LINE OF SAID 18,739-ACRES TRACT, BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 89°21'41" EAST, OVER AND THROUGH SAID 18,739-ACRES TRACT, A DISTANCE OF 562.55 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

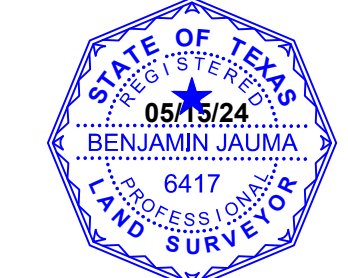
THENCE SOUTH 00°29'41" WEST, OVER AND THROUGH SAID 18,739-ACRES TRACT, A DISTANCE OF 259.08 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET FOR AN ANGLE POINT IN THE EAST LINE OF THE HEREIN DESCRIBED TRACT;

THENCE (L4) SOUTH 00°38'09" WEST, OVER AND THROUGH SAID 18,739-ACRES TRACT, A DISTANCE OF 37.22 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET IN THE NORTHERLY R.O.W. LINE OF SAID FM 2920 ROAD, BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE (C1) ALONG A CURVE TO THE RIGHT WITH THE NORTHERLY R.O.W. LINE OF SAID FM 2920 ROAD, HAVING A CURVE LENGTH OF 446.60 FEET, A RADIUS OF 1372.40 FEET, A DELTA ANGLE OF 18°38'42", AND A CHORD BEARING AND DISTANCE OF SOUTH 82°03'17" WEST, 444.64 FEET TO THE END OF SAID CURVE, FROM WHICH A BENT 1/2-INCH IRON ROD FOUND BEARS SOUTH 32°39' WEST, 0.44 FEET;

THENCE (L5) NORTH 89°16'00" WEST, WITH THE NORTH LINE OF SAID FM 2920 ROAD, A DISTANCE OF 95.61 FEET, TO THE POINT OF BEGINNING AND CONTAINING 4.339-ACRES (189,008 SQUARE FEET) MORE OR LESS

I, BENJAMIN JAUMA, DO HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND. IN ACCORDANCE WITH THE INFORMATION PROVIDED TO ME AND THAT IT CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY. THERE WERE NO ENCROACHMENTS APPARENT ON THE GROUND EXCEPT AS SHOWN HEREON. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.



BENJAMIN JAUMA, REGISTERED PROFESSIONAL LAND SURVEYOR OF TEXAS REGISTRATION NO. 6417

PROJECT INFORMATION:
ADDRESS: 16000 FM 2920 ROAD, TOMBALL, TEXAS 77377
PURCHASER: -
LENDER: -
TITLE COMPANY: -
GPA: -
DRAWN: 05-13-24/TR
CHECKER: 05-13-24/BJ
FIELD CREW: 04-19-24/AP
KEY MAP #: 287M

GENERAL NOTES:
1.) SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.
2.) SUBJECT TO ACCESS EASEMENT AS RECORDED UNDER COUNTY CLERK'S FILE NO. U66566, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS.
3.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4.) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.
5.) THIS SURVEY MEETS THE STANDARDS FOR A LAND SURVEY IN THE STATE OF TEXAS AS DEFINED IN THE MANUAL OF PRACTICE BY TEXAS SOCIETY OF PROFESSIONAL SURVEYORS.
6.) THIS SURVEY IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND IS VALID FOR THIS TRANSACTION ONLY. ANY LOSS RESULTING FROM UNAUTHORIZED USE SHALL NOT BE THE RESPONSIBILITY OF DART LAND SERVICES; USE OF THIS SURVEY, BY ANY PARTIES OTHER THAN THE PAYING CLIENT OF THE TRANSACTION DATED TODAY, SHALL BE AT THE USER'S OWN RISK.
7.) ALL BEARINGS ARE BASED ON RECORDED DEED.
8.) FENCES OVERLAP PROPERTY LINES AS SHOWN.

LEGEND	SURVEYORS NOTES
POB = POINT OF BEGINNING	-SURVEYOR HAS NOT ABSTRACTED SUBJECT PROPERTY. SURVEY IS BASED ON TITLE COMMITMENT LISTED.
RF = REINFORCED CONCRETE PIPE	-ALL BUILDING LINES AND EASEMENTS ARE PER RECORDED PLAT UNLESS OTHERWISE SHOWN.
COVD = COVERED	
LF = LIGHT PIPE	
IP = POWERPOLE	
CC = CONCRETE	
HB = HIGHBANK	
AE = AERIAL EASEMENT	
BOC = BACK OF CURB	
EA = EDGE OF ASPHALT	
FW = FIRE HYDRANT CONSTRUCTION	
WM = WATER METER	
WW = WATER VALVE	
TFP = FINISHED TOP FPIPE	
UE = UTILITY EASEMENT	
BL = BUILDING LINE	
CL = CENTER LINE	
BR = BOUNDARY	
IR = IRON ROD	
FP = FENCE POST	
EB = END OF BRICK	
MD = MANSION	
STIM = STORM	
SK = SANITARY	
WF = WOOD FENCE	
WB = WOOD FENCE	
BF = BARBARE FENCE	
CF = CHAIN LINK FENCE	
WP = WOOD FENCE POST	
IFP = IRON FENCE POST	
BF = BARBARE FENCE POST	
WP = WOOD FENCE POST	
EP = EDGE OF PAVEMENT	
APB = ASPHALT BRICK/TILE	
BL = BOUNDARY LINE	
AP = ADJOINING PROPERTY LINE	

FLOOD INFORMATION:
* THIS TRACT OR LOT IS NOT IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE "X" AS LOCATED BY FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA BY COMMUNITY NO. 480287, MAP NO. 48021C, PANEL NO. 0215L, DATED 05-18-07.
* THIS INFORMATION IS BASED ON GRAPHICAL PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

BENCHMARK

REVISION NO.	REVISION DATE	DESCRIPTION OF REVISION
Δ		
Δ		
Δ		



14701 Saint Mary's Lane
 Ste. 150
 Houston, TX 77079
 Office: 281-584-6688

**METES AND BOUNDS DESCRIPTION
 4.339-ACRES (189,008 SQUARE FEET.)
 JOHN EDWARDS SURVEY, ABSTRACT NO. 20 &
 CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311
 HARRIS COUNTY, TEXAS**

BEING 4.339-ACRES (189,008 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739-ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F. NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 4.339-ACRES TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING At a 5/8-inch iron rod with yellow cap found in the northerly Right-Of-Way (R.O.W.) line of FM 2920 Road (120 foot wide), being the southeast corner of that certain tract of land described as 122-acres tract recorded under C.C.F. NO. M463098 & P133167, O.P.R.H.C.T., and the southwest corner of that certain tract of land described as 0.023-acres tract recorded under C.C.F. NO. U659556, O.P.R.H.C.T.;

THENCE (L1) South 89°16'00" East, with the northerly R.O.W. line of said FM 2920 Road, a distance of 20.00 feet to a bent 5/8-inch iron rod found for the **POINT OF BEGINNING**, the southeast corner of said 0.023-acres tract and the southwest corner of the herein described tract;

THENCE (L2) North 00°38'17" West, with the east line of said 0.023-acres tract, a distance of 50.00 feet, to a 5/8-inch iron rod with cap (DART) set for the northeast corner of said 0.023-acres tract, and an interior angle point of the herein described tract;

THENCE (L3) North 89°16'00" West, with the north line of said 0.023-acres tract, a distance of 20.00 feet, to a 5/8-inch iron rod found for the northwest corner of said 0.023-acres tract, and an exterior angle point of the herein described tract;

THENCE North 00°38'17" West, with the east line of said 122-acres tract, a distance of 300.02 feet, to a 5/8-inch iron rod with cap (DART) set in the west line of said 18.739-acres tract, being the northwest corner of the herein described tract;

THENCE North 89°21'41" East, over and through said 18.739-acres tract, a distance of 562.55 feet, to a 5/8-inch iron rod with cap (DART) set for the northeast corner of the herein described tract;

THENCE South 00°29'41" West, over and through said 18.739-acres tract, a distance of 259.08 feet, to a 5/8-inch iron rod with cap (DART) set for an angle point in the east line of the herein described tract;

THENCE (L4) South 00°38'09" West, over and through said 18.739-acres tract, a distance of 37.22 feet, to a 5/8-inch iron rod with cap (DART) set in the northerly R.O.W. line of said FM 2920 Road, being the southeast corner of the herein described tract;

THENCE (C1) along a curve to the right with the northerly R.O.W. line of said FM 2920 Road, having a curve length of 446.60 feet, a radius of 1372.40 feet, a delta angle of 18°38'42", and a chord bearing and distance of South 82°03'17" West, 444.64 feet to the end of said curve, from which a bent 1/2-inch iron rod found bears South 32°39' West, 0.44 feet;

THENCE (L5) North 89°16'00" West, with the north line of said FM 2920 Road, a distance of 95.61 feet, to the **POINT OF BEGINNING** and containing 4.339-Acres (189,008 Square feet) more or less.

Benjamin Jauma
 R.P.L.S. No. 6417
 May 13, 2024



Job No. 2024-04-006
 FIRM number 10194710

EXHIBIT B
SERVICE PLAN

- I. **Introduction.** This Municipal Service Plan (the “Plan”) is made by the City of Tomball, Texas (the “City”), pursuant to Chapter 43 of the Texas Local Government Code. This Plan relates to the annexation by the City of the tract of land (the “Tract”) described in metes and bounds in “Exhibit A”, which is attached to the Petition, this Plan, and to the annexation ordinance which this Plan is a part.
- II. **Effective Term.** This Plan shall be in effect for a period of ten (10) years commencing on the effective date of the annexation of the Tract, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.
- III. **Intent.** It is the intent of the City that services under this Plan shall equal the number of services and level of services in existence within the Tract prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected within the Tract. However, it is not the intent of this Plan to require that a uniform level of service be provided to all areas of the City, including the Tract, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

The City reserves the right, granted to it by Section 43.056(k), Texas Local Government Code, to amend this Plan, if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Texas Local Government Code, or other Texas laws to make this Plan unworkable, obsolete, or unlawful.

IV. **Service Programs.**

A. In General.

1. This Plan includes the following service programs: a General Services Program and a Capital Improvement Program.
2. As used in this Plan, “providing services” shall include having services provided by any method or means by which the City may extend municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

As used in this Plan, the phrase “standard policies and procedures” shall mean those policies and procedures of the City applicable to a particular service, which are in effect either at the time that the service is requested or

at the time the service is made available or provided. Such policies and procedures may require a specific type of request be made, such as an application or a petition, may require that fees or charges be paid, and may include eligibility requirements or other similar provisions.

3. **Extension Policy.** The following information is a summary of the City's policies respecting water, wastewater and gas service extensions. This summary is made in compliance with Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing herein shall repeal any provisions of the Code of Ordinances of the City, as amended, or any of the uncodified ordinances that contain the City's policies and procedures.

The City extends water, wastewater, and gas services to existing unserved development as follows:

Construction of such service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of any water and/or wastewater lines into the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) and to provide adequate capacity for projected service requirements.

Persons or entities desiring to develop land within unserved areas must construct water, wastewater, and gas service lines and extensions to connect to City trunk lines to serve the new development.

- B. **General Services Program.** The following services will be provided within the Tract within the period required by State law: police protection, fire protection, solid waste collection, operation and maintenance of water, wastewater, and gas facilities, operation and maintenance of roads and streets, including lighting, operation and maintenance of parks, playgrounds, and swimming pools, and maintenance of any other publicly owned facility, building or service. The General Services Program plan is as follows:

1. **Police Protection.** The Police Department of the City will provide protection and law enforcement within the Tract. These activities will include routine patrols and responses, handling of complaints and incident reports, and, as appropriate, support by special units. In order to provide the above services, the Police Department will operate from a City facility.

2. Fire Protection. The Fire Department of the City currently provides fire protection to the Tract. Fire protection will be provided from either the southside or central fire stations. Fire protection will remain at the current level of service.
3. Solid Waste Collection. All eligible residences and businesses will be provided solid waste collection service, either by City personnel or by contract.
4. Maintenance of Water, Wastewater, and Gas Facilities. There are no City water, wastewater, or gas facilities currently located within the Tract. If any such facilities are constructed or acquired by the City within the Tract, the City's Department of Public Works will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
5. Operation and Maintenance of Roads and Streets (including lighting). The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through an electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
6. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Department of Parks and Recreation will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
7. Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's Department of

Public Works, as needed. Any other facility, building, or service existing or which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

- C. Capital Improvement Program. It is the intent of the City to provide full City services within the Tract not less than four and one-half (4-1/2) years after the effective date of annexation of the Tract, in accordance with the Texas Local Government Code, § 43.056(e).

The City will initiate the acquisition and construction of the capital improvements necessary to provide municipal services adequate to serve the Tract. Any necessary construction or acquisition is indicated below, and any such construction or acquisition shall begin within two (2) years of the effective date of this Plan and shall be substantially completed within 4-1/2 years, except as otherwise indicated:

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded police facilities.
2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.
3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.
4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan.
5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water facilities. Water services will be provided according to the standard policies

and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of water services is attached to and made a part of this Plan.

6. Gas Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public gas facilities. Gas services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of gas services is attached to and made a part of this Plan.
7. Roads and Streets (including lighting). The City will acquire jurisdiction in and over all public roads and streets within the Tract upon annexation, pursuant to Section 311.001 of the Texas Transportation Code and other similar provisions, except for public roads and streets subject to the jurisdiction of other governmental entities. Additional roads, streets, or related facilities are not necessary at this time to service the Tract. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices or street lights, within the Tract will be governed by standard policies and procedures of the City. The Tract will be included with other City territory in connection with planning for new, improved, revised, widened, or enlarged roads, streets, or related facilities.
8. Parks, Playgrounds, and Swimming Pools. No capital improvements are necessary at this time to provide park and recreational services to the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded parks, playgrounds, and/or swimming pools.
9. Other Publicly Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services can be provided to the Tract by using existing capital improvements. At this time, additional capital improvements are not necessary to provide City services. However, the Tract will be included with other City territory in connection with planning for new, revised, or expanded facilities, functions, and services.

- V. **Amendment**. This Plan may not be amended or repealed, except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes at any time. This Plan is subject to, and shall be interpreted in accordance with, the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and any orders, rules, or regulations of any other governmental body having jurisdiction.

- VI. **Force Majeure.** In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Plan, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City’s obligations, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term “force majeure” shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.
- VII. **Entire Plan.** This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

If one or more provisions of this Plan is held to be invalid, unenforceable, or illegal in any respect, the remainder of the Plan shall remain valid and in full force and effect.

SIGNATURES

For the City:

For the Property Owner:

Name [Signature]

Name [Signature]

Name [Printed]

Name [Printed]

Position

Company [if applicable]

Date

Date

SERVICE AGREEMENT NOT VALID UNTIL SIGNED BY CITY REPRESENTATIVE AND
PROPERTY HAS BEEN ANNEXED

When the context requires, singular nouns and pronouns include the plural.

EXECUTED AS OF AND EFFECTIVE the 31 day of May, 2017.

GRANTOR:

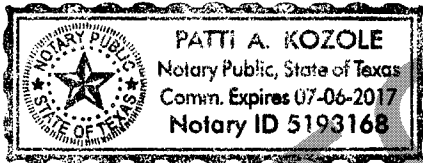
Freddy Wirt

FREDDY WIRT

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF Harris §
§

Before me, a Notary Public, on the 31 day of May, 2017, personally appeared **FREDDY WIRT**, who acknowledged that he did sign the foregoing instrument, and acknowledged to me that he executed the same for the uses and purposes and consideration therein expressed.



Patti A. Kozole

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

THE HAY LEGAL GROUP PLLC
611 W. 5th Street, Suite 300
Austin, Texas 78701

RP-2017-242129

UNOFFICIAL COPY

LEGAL DESCRIPTION

Order No.: ATCH17066923

Being a **18.739** acre tract of land in the **John Edwards Survey (A-20)**, and the **Chauncey Goodrich Survey, (A-311)** in Harris County, Texas, out of that certain 130.971 acre tract of land described under Clerk's File No. T469927, of the Official Public Records of Real Property of Harris County, Texas (OPRRPHCoTx), said 18.739 acres is hereafter referred to as "the subject tract" and is more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found lying in a curve in the North right-of-way line of FM 2920 (120 Ft. R-O-W), and marking the lower Southeast corner of the said 130.971 acre tract (hereafter called "parent tract"). Said point marks the Southeast corner of the subject tract, and the Southwest corner of a forty-foot-wide strip of land that is the old abandoned right-of-way of Tomball Waller Road;

THENCE in a westerly direction with a curve to the right along the North line of F. M. 2920 (Radius = 1372.40', Central Angle = 20°45'42", Chord = South 80°59'48" West - 494.58') an arc length of 497.30 feet to a 5/8 inch iron rod found marking the end of said curve;

THENCE North 89°16'00" West, continuing with the North line of F.M. 2920, a distance of 95.61feet to a 5/8 inch iron rod found marking the lower Southwest corner the subject tract, and the Southeast corner of that certain twenty-by-fifty foot (20' X 50') tract of land described in deed to Salem Lutheran Church recorded under Clerk's File No. U659556;

THENCE North 00°38'17" West, departing the North line of F.M. 2920 a distance of 50.00 feet to a 5/8 inch iron rod found marking an interior corner of the subject tract, and the Northeast corner of the said Salem Lutheran Church tract;

THENCE North 89°16'00" West, a distance of 20.00 feet to a 5/8 inch iron rod found lying in the West line of the parent tract, in the East line of that certain 121 acre tract of land recorded in Volume 3948, Page 462, and Volume 962, Page 260 (HCDR) and marking the upper Southwest corner of the subject tract, and the Northwest corner of the said Salem Lutheran Church tract;

THENCE North 00°38'17" West, with the West line of the parent tract, a distance of 1286.87 feet to a 5/8 inch iron found marking the Northwest corner of the subject tract, and the Southwest corner of that certain 31.159 acre tract of land described under Clerk's File No. V256093;

THENCE North 88°59'50" East, departing the West line of the parent tract and with the South line of the said 31.159 acre tract, a distance of 630.10 feet to a 5/8 inch iron rod found marking the Northeast corner of the subject tract, and the Northwest corner of that certain 21.001 acre tract of land described under Clerk's File No. U682638;

THENCE South 00°29'00" West departing the South line of the said 31.159 acre tract, a distance of 706.25 feet to a 5/8 inch iron rod found marking the Southwest corner of the said 21.001 acre tract, an outside corner of a ninety-degree bend in the said old abandoned right-of-way of Tomball Waller Road, an interior corner of the parent tract, and a slight angle point in the East line of the subject tract;

THENCE South 00°30'51" West, with the West line of the said abandoned right-of-way, a distance of 565.69 feet to the **POINT OF BEGINNING** and containing 18.739 acres of land.

RP-2017-242129

RP-2017-242129
Pages 4
06/01/2017 02:18 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$24.00

RECORDERS MEMORANDUM

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

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

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



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

ORDINANCE No. 2024-37

AN ORDINANCE GRANTING THE REQUEST FOR ANNEXATION OF A CERTAIN TRACT OF LAND BEING 4.339 ACRES (189,008 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739 ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F.NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.); PROVIDING FOR A SERVICE PLAN; PROVIDING FOR SEVERABILITY.

WHEREAS, International Commercial Development Enterprise, LLC, a Texas limited liability company, acting through its agent, Santos Gonzalez, is the owner (the "Owner") of the said property described in Exhibit A (the "Property") evidenced by Special Warranty Deed as Exhibit C; and

WHEREAS, the Owners has submitted a request that the City of Tomball annex the Property into the City of Tomball, Exhibit A; and

WHEREAS, the above described tract lies within the extraterritorial jurisdiction of the City of Tomball, Texas; and

WHEREAS, Texas Local Government Code, at Section 43.0671 allows a municipality to annex an area if each owner of the land in the area requests the annexation, the municipality conducts a public hearing on the proposed annexation, and the owners and the municipality enter into a written agreement for the provision of services in the area to be annexed; and

WHEREAS, the Property does not qualify for agricultural or wildlife management use or as timber land; and

WHEREAS, on November 4, 2024, a public hearing was held at the City of Tomball City Council Chambers, at 401 Market Street, Tomball, Texas 77375, where all interested persons were provided an opportunity to be heard on the request for annexation of the Property; and

WHEREAS, the City of Tomball has agreed to provide the services set forth in Exhibit B to the proposed annexed area;

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

Section 1. That all the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this ordinance.

Section 2. The request for the annexation of the Property described in Exhibit A attached hereto and incorporated herein for all purposes is hereby GRANTED.

Section 3. The land and territory are hereby added and annexed to the City of Tomball, Texas, and said territory hereinafter described shall hereafter be included within the boundary limits of the City of Tomball, Texas, to wit:

SEE ATTACHED (**Exhibit A**)

Section 4. That the above described territory and the area so annexed shall be a part of the City of Tomball, Texas, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Tomball, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Tomball, Texas.

Section 5. That the service plan attached hereto, as **Exhibit B** is hereby adopted as part of the annexation of the Property described in **Exhibits A**.

Section 6. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

Section 7. Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Tomball, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to all of the remainder of the area. If there is included within the general description of territory set out in this Ordinance to be annexed to the City of Tomball any lands or area which are presently part of and included within the limits of any other city or within the extraterritorial jurisdiction of any other city, or which are not within the City of Tomball's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed as fully as if such excluded and excepted area were expressly described herein.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON 4th DAY OF NOVEMBER 2024.

COUNCILMAN FORD	<u>YEA</u>
COUNCILMAN GARCIA	<u>ABSENT</u>
COUNCILMAN DUNAGIN	<u>YEA</u>
COUNCILMAN COVINGTON	<u>YEA</u>
COUNCILMAN PARR	<u>YEA</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON 18th DAY OF NOVEMBER 2024.

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

FOR: CITY OF TOMBALL, TEXAS

LORI KLEIN QUINN, Mayor

ATTEST:

TRACY GARCIA, City Secretary

FOR: THE OWNER

_____ [SIGNATURE]

_____ [NAME]

ACKNOWLEDGEMENT

For the City

State of Texas §
County of Harris §

This instrument was executed before me on _____ 2024, by _____,
DATE NAME
_____ of the City of Tomball, a Texas municipal corporation, on behalf of
TITLE
said corporation.

[SEAL]

Notary Public in and for the State of Texas

For the Owners

State of _____ §
County of _____ §

This instrument was executed before me on _____ 2024, by _____,
DATE NAME
_____ of _____, a State of _____,
TITLE ORGANIZATION NAME STATE ORGANIZATION TYPE
on behalf of said organization.

[SEAL]

Notary Public in and for the State of Texas

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 18, 2024

Topic:

Approve Minutes of the November 4, 2024, Special and Regular City Council meetings.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

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

FUNDING (IF APPLICABLE)

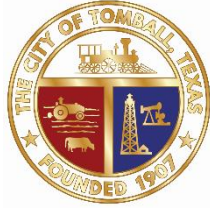
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

**MINUTES OF SPECIAL CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



**Monday, November 04, 2024
5:00 PM**

- A. Mayor L. Klein-Quinn called the meeting of the City of Tomball Council to order at 5:00 P.M.

PRESENT

Council 1 John Ford
Council 3 Dane Dunagin
Council 4 Lisa Covington
Council 5 Randy Parr

ABSENT

Council 2 Paul Garcia

OTHERS PRESENT

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Secretary - Tracy Garcia
City Attorney - Loren Smith
Assistant City Secretary - Sasha Luna
Director of Community Development - Craig Meyers
Human Resources Director - Kristie Lewis
Police Chief - Jeff Bert
Fire Chief - Joe Sykora
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
IT Support Specialist - Sam Walton
Director of Marketing & Tourism - Chrislord Templonuevo
Director of Special Projects - Luisa Taylor
Project Manager - Meagan Mageo

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

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

Christina Breaux – commercial operating hours
1155 E. Hufsmith
Tomball

Richard Breaux – commercial operating hours
1155 E. Hufsmith
Tomball

C. General Discussion

1. Presentation and discussion were heard regarding the Draft Tree Protection Ordinance.
2. Presentation and discussion were heard regarding hours of operation at commercial establishments.
3. Discuss a proposed Council ethics policy.
4. Discuss amendments to Council reimbursement policy.

D. Proposed November 18, 2024, Agenda Items

5. Notice of intent to Annex and set date of Public Hearing - 15920 FM 2920
6. Zoning Case Z24-18: Request by John and Tracy Randall, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 36.408 acres of land legally described as being three tracts of land situated in the Jesse Pruett Survey, Abstract No. 629 from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 21725 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.
7. Authorize the City Manager to Execute an amendment to the Interlocal Agreement between the City of Tomball and Harris County Emergency Services District No. 15 (ESD15) for Fire Protection, Fire Suppression, and Rescue Services.
8. Approve a contract with B & C Constructors, LP for general contractor services through a 1GPA Contract (Contract No. 24-06DP-01) for a not-to-exceed amount of \$445,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2024-2025 Budget.

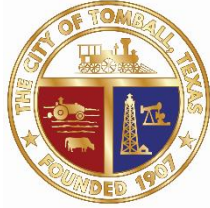
9. Approve a contract with B & C Constructors, LP to complete the construction a building for the pool area at Jerry Matheson Park, through a BuyBoard Contract (Contract No. 728-24) for a not-to-exceed amount of \$150,320, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget and Capital Improvement Plan.
 10. Approve a purchase with Water & Play Expressions, Inc. for the purchase and installation of a shade structure for the splashpad at Jerry Matheson Park, through a BuyBoard Contract (Contract No. 679-22) for a not-to-exceed amount of \$159,598.24, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget and Capital Improvement Plan and is being reimbursed by a grant from CenterPoint Energy Foundation.
 11. Approve a Service Agreement with Every-Bellies Catering, LLC for alcohol beverage services for City of Tomball festivals (RFP 2024-14) and authorize the City Manager to execute any and all documents related to the purchases.
 12. Consideration to award a Contract for Bid Number 2024-11R for the construction of the Baker Drive Water Plant, Project Number 2024-10019. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.
 13. Consideration to award a Contract for Bid Number 2025-01 for the construction of sanitary sewer line extension along Rudolph Road, Project Number 2025-10009. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.
 14. Consideration to award a Professional Services Agreement with Oller Engineering, Inc for the design of water line replacement along Oak Street and Clayton Street, Project Number 2025-10003. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.
- E. Discuss Future Workshop Topics
- F. Meeting adjourned at 5:55 P.M.

PASSED AND APPROVED this 18th day of November 2024.

Tracylynn Garcia
City Secretary, TRMC, MMC, CPM

Lori Klein Quinn
Mayor

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



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

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

PRESENT

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

ABSENT

Council 2 Paul Garcia

OTHERS PRESENT

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

- B. Invocation - Led by Chaplain Steve Allison with VFW Post 2427
C. Pledges to U.S. and Texas Flags led by Larry Chapman

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.]*

Janna Hoglund - appreciation to Leadership of Tomball
13214 Hidden Timbers Ln. (safety road issues - Theis and Business 249)
Tomball, Texas

Blair Rowton - zoning case Z2414 and Z2415
15907 Pine Country Blvd.
Tomball, Texas

Ross Polk - zoning case Z2414 and Z2415
15839 Pine Country Blvd.
Tomball, Texas

E. Presentations

1. Presentation of donated funds from Resale with a Purpose to Tomball Fire Department and Explorer Post #5451 for the 2024 Holiday Heroes Event.
2. Proclamation – 2024 Excellence in Tomball Economic Development Day

F. Reports and Announcements

1. Announcements

I. Upcoming Events:

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

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

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

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

G. Old Business

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

No action taken

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

1. Approve Minutes of the October 21, 2024, Special and Regular City Council meetings.
2. Approve the purchase of a vehicle from Silsbee Toyota through TIPS Cooperative Purchasing Network (Contract #210907) for a not-to-exceed amount of \$35,411.25, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase.
3. Approve a contract with Weisinger Incorporated for the Pine Street Water Well 2 Rehabilitation through a BuyBoard Contract (Contract No. 672-22) for a not-to-exceed amount of \$440,560, approves the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2024-2025 Budget as part of the 2025-2029 Capital Improvement Project Plan.
4. Approve a contract with Weisinger Incorporated for the FM 2920 Water Well 5 Rehabilitation through a BuyBoard Contract (Contract No. 672-22) for a not-to-exceed amount of \$387,160, approves the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2024-2025 Budget as part of the 2025-2029 Capital Improvement Project Plan.
5. Approve Resolution Number 2024-38, a Resolution of the City Council of the City of Tomball, Texas approving a Reimbursement Agreement relating to the

Wood Leaf Public Improvement District Number 11 – Improvement Area #3 (IA3).

6. Approve a contract with Zone Industries, Co. to complete oxidation disc rotor repairs through a BuyBoard Contract (Contract No. 672-22) for a not-to-exceed amount of \$52,220.00 approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2024-2025 Budget.
8. Approve an agreement with Kelley Moore for the provision of employee development training, workshops, curriculum and consulting sessions for City personnel, for a not-to-exceed amount of \$51,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2024-2025 budget.

Motion made by Council 4 Covington, Seconded by Council 3 Dunagin for New Business Consent items 1-6 and 8.

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

Motion carried unanimously.

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

No action taken.

I. New Business

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

Motion made by Council 1 Ford, Seconded by Council 5 Parr to appoint Lori Ball.

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

Motion carried unanimously.

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

Motion made by Council 3 Dunagin, Seconded by Council 4 Covington to appoint Katie Whisler

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

Motion carried unanimously.

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

Motion made by Council 5 Parr, Seconded by Council 4 Covington to appoint Angie Johnson

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

Voting Nay: Council 1 Ford

Motion carried 3 votes yea, 1 vote nay.

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

- Mayor opened the Public Hearing at: 6:56 p.m.
- Hearing no public comments the Mayor closed the Public Hearing at: 6:57 p.m.

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

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

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

Motion carried unanimously.

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

- Mayor opened the Public Hearing at: 7:05 p.m.

Blair Rowton - environmental concerns
15907 Pine Country Blvd.
Tomball, Texas

Ernesto Quintanilla (applicant) - spoke regarding his request

Ed Mackowski - drainage study concerns
22023 Pinetree Dr.
Tomball, Texas

- Hearing no further comments, Mayor closed the Public Hearing at: 7:12 p.m.

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

Motion made by Council 4 Covington, Seconded by Council 5 Parr.

Voting Yea: Council 1 Ford, Council 5 Parr

Voting Nay: Council 3 Dunagin, Council 4 Covington

Tie breaker: Mayor Klein Quinn voted nay.

Motion failed 2 votes yea, 3 votes nay.

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

- Mayor opened the Public Hearing at: 7:25 p.m.

Blair Rowton - not in favor of gas station
15907 Pine Country Blvd.
Tomball, Texas

- Hearing no further comments, the Mayor closed the Public Hearing at: 7:27 p.m.

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

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

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

Motion carried unanimously.

7. Conduct a public hearing and consideration to approve **Zoning Case Z24-14:** Request by International Commercial Development Enterprise LLC, represented by Ernesto Quintanilla, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 4.339 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the

General Retail (GR) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas.

- Mayor opened the Public Hearing at: 7:30 p.m.

Ernesto Quintanilla (applicant) - spoke regarding his request

- Hearing no further public comments, the Mayor closed the Public Hearing at: 7:31 p.m.

Adopt, on First Reading, Ordinance No. 2024-29, an Ordinance of the City of Tomball, Texas, amending Chapter 50 of the Tomball Code of Ordinances by rezoning approximately 4.339 acres of land legally described as being a tract of land situated in the John Edwards Survey, Abstract No. 20 and the Chauncey Goodrich Survey, Abstract No. 311 from Agricultural (AG) to the General Retail (GR) zoning district. The property is located at 16000 FM 2920 Road within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

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

Voting Nay: Council 1 Ford, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion failed unanimously.

8. Authorize the City Manager to execute a Consent and Waiver on behalf of the City of Tomball with KS State Bank for the Tomball.

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

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

Motion carried unanimously.

9. Presentation and discussion regarding the status of the American Rescue Plan Act (ARPA) funds, and possible action for proposed direction for the remaining allocation of ARPA funds.

Motion made by Council 5 Parr, Seconded by Council 3 Dunagin to include benches.

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

Motion carried unanimously.

10. Approval of Revisions to the City of Tomball's Employee Handbook

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

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

Motion carried unanimously.

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

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

Sec. 551.072 – Deliberations regarding Real Property

Executive Session Started: 7:53 p.m.

Executive Session Ended: 9:10 p.m.

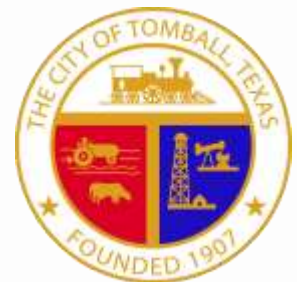
J. Meeting adjourned at 9:11 p.m.

PASSED AND APPROVED on this 18th day of November 2024.

Tracylynn Garcia
City Secretary, TRMC, MMC, CPM

Lori Klein Quinn
Mayor

Draft Tree Protection/Mitigation Ordinance



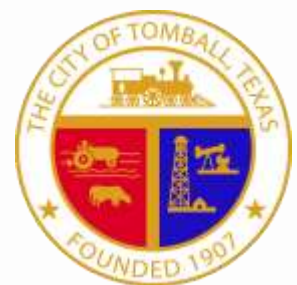
Recent updates

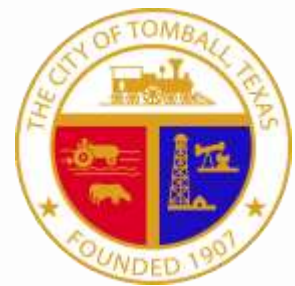
- Removed less than 5-acre exemption for tree protection/mitigation
 - Added exemption for existing single-family and two-family residential properties (Texas Local Government Code-212.905 prohibits tree mitigation fees)
- Removed building setback area as the only tree protection/mitigation area
 - Entire property requires tree protection
- Updated the City of Tomball Tree List



Recent updates

- Added exemptions for buffer zone
 - New subdivisions (plats) less than 5 acres
 - Replats where boundary does not change or where no additional lots are created along the boundary
- Recommend buffer zones to be maintained by property owner or HOA (not City right-of-way)
- Appeals are considered by City Council





Purpose

To preserve, protect and enhance existing trees and mitigate the effects of tree removal within the city. Trees, particularly native species, add natural beauty and distinct local character, add shade, promote water conservation, provide locations for habitat, and increase property values.



Exemptions to tree protection/mitigation

- Trees deemed dead, diseased, or a safety hazard
- Where public streets, easements, or fire lanes are required
- Existing single-family and two-family residential properties



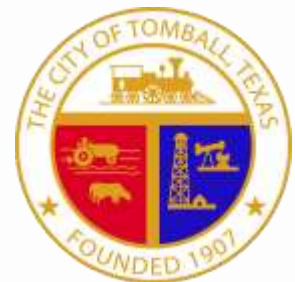
Protected trees

- Any tree species listed in the City of Tomball Tree List that measures 18 inches in diameter or larger (measured 4.5' above grade)
- A tree removal permit is required for protected trees
 - A tree survey is required prior to the removal of any protected tree.
 - Trees on existing single-family and two-family residential properties are exempt.



City of Tomball Tree List (Protection and Replacement)

City of Tomball Tree List	
American Elm	London Plane Tree
American Holly	Overcup Oak
American Sycamore	Pecan
Aristocrat Pear	Pin Oak
American Sweetgum	Possumhaw Holly
Arizona Cypress	Redbud
Bald Cypress	Red Maple
Boxelder	River Birch
Bradford Pear	Sawtooth Oak
Bur Oak	Shumard Oak
Caddo Sugar Maple	Slippery Elm
Cedar	Southern Magnolia
Cedar Elm	Sugar Maple
Chinquapin Oak	Sweet Gum
Cleveland Pear	Sycamore
Dawn Redwood	Texas Red Oak
Eastern Red Cedar	Tulip Tree
Green Ash	Tulip Tree Liriodendron
Lacebark Elm	Water Oak
Laurel Oak	White Ash
Leyland Cypress	Willow Oak
Live Oak	



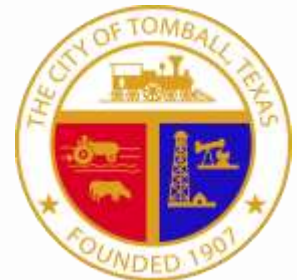
Alternatives to tree survey

- Affidavit provided by Urban Forester, Arborist, or Landscape Architect indicating no protected trees are on the property or if all protected trees are diseased or dead.
- Establishment of a tree preservation area
 - Must include extensive tree canopy and be at least 20% of the parcel area.



Forested buffer zones

- 18-foot reserve along boundaries between new development and single-family zoned properties.
 - 15 feet if parallel abutting easements exist
- Preservation of all trees and underbrush.
- Exemptions include:
 - New subdivisions (plats) less than 5 acres.
 - Replats where the boundary is not changed and where additional lots are not being created along the boundary.



Example



Tree replacement/mitigation

- Mitigation 1:1 replacement to removal
- Minimum 4-inch caliper for replacement trees (measured 1 foot above grade)
- Replacement within 90 days
- Minimum 8-inch trees that are preserved count towards replacement credit
- Replacement trees must be on the City of Tomball Tree List



Alternative mitigation methods

- If replacement trees are not possible onsite:
 - Fee-in-lieu of replacement towards tree replacement fund per the master fee schedule
 - Offsite mitigation (parks or other public spaces)



Discussion



Draft Business Hours of Operation Ordinance



Sec. 18-169. Business hours of operation.

It shall be unlawful for any person to operate a **commercial establishment**, or otherwise be open for business, between the hours of 11:01 pm and 4:59 am. Exemptions to this provision include:

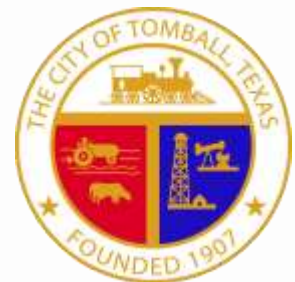
- (1) Commercial establishments with frontage along FM 2920, SH 249 Business, Tomball Parkway, Hufsmith-Kohrville Road, and Holderrieth Road.
- (2) Commercial establishments that are deemed essential for health, safety, and general welfare
- (3) Commercial establishments that are not contiguous to a residential zoning district as defined in Section 50-82.

OR

Sec. 18-169. Business hours of operation.

It shall be unlawful for any person to operate a **gas station or convenience store (with or without gasoline sales)**, or otherwise be open for business, between the hours of 11:01 pm and 4:59 am. Exemptions to this provision include:

- (1) Gas stations or convenience stores (with or without gasoline sales) with frontage along FM 2920, SH 249 Business, Tomball Parkway, Hufsmith-Kohrville Road, and Holderrieth Road.
- (2) Gas stations or convenience stores (with or without gasoline sales) that are not contiguous to a residential zoning district as defined in Section 50-82.



American Rescue Plan Act Funds

November 4, 2024



Allocation Information

Original Allocation	\$2,924,190.64
Authorized Expenditures (updated)	
Project	Updated Authorization
Grant Administration	\$95,000.00
Water Meter Replacement	\$1,635,780.48
Depot Museum Enhancement	\$102,055.00
Louie’s Together Playground	\$338,565.87
Jerry Matheson Park	\$696,572.00
Total Updated Authorizations	\$2,867,973.35
Total Committed	\$2,867,973.35
Remaining Unobligated Allocation	\$56,217.29



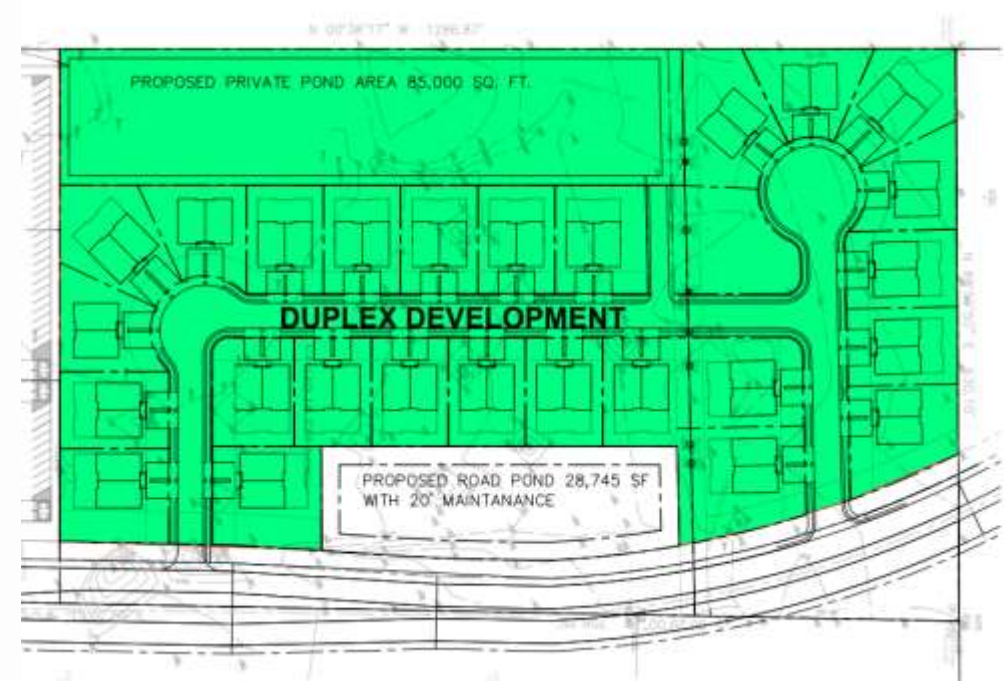
Proposed Project Discussions

- City Council discussed projects/expenditures to be paid from ARPA funds:
 - Depot Christmas tree replacement - \$40,000 (already purchased)
 - Tomball Gateway Monuments - \$51,200
 - Outdoor speakers for Depot - \$62,000
- Staff recommendation:
 - ARPA funds to pay for Gateway Monument Consulting contract (\$51,200)
 - Additional funds (\$5,017.29) to be used for additional benches and picnic tables at Jerry Matheson park.



Rezoning Case Z24-015

- Request by International Commercial Development Enterprise, LLC, to rezone 11.40 acres from Agricultural to Duplex.
 - The intent is to develop a duplex community.
- The property is currently going through the annexation process.





Location

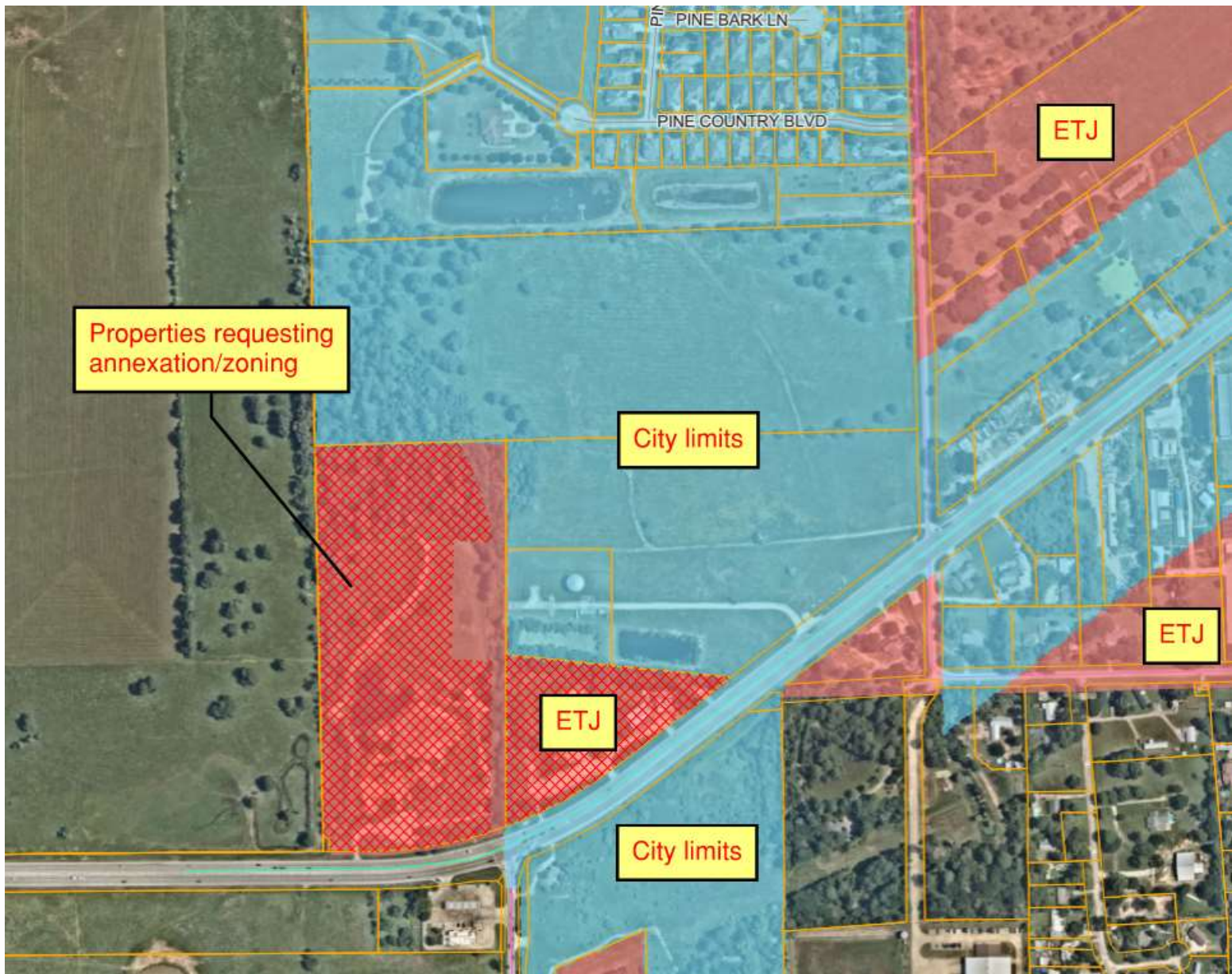
16000 FM 2920
(NW of FM 2920/Telge Road intersection)



Site Photos

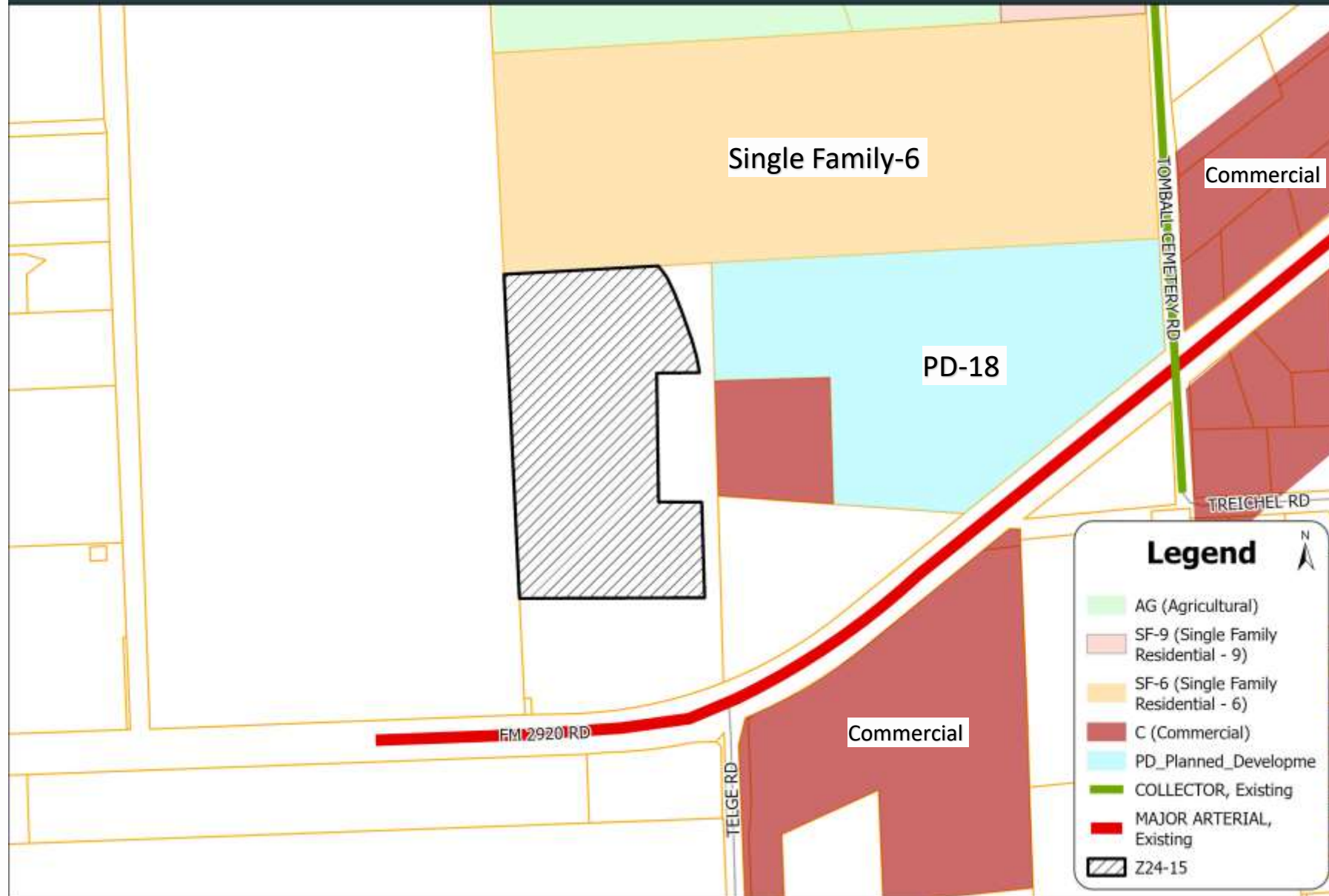


ETJ/city limits map



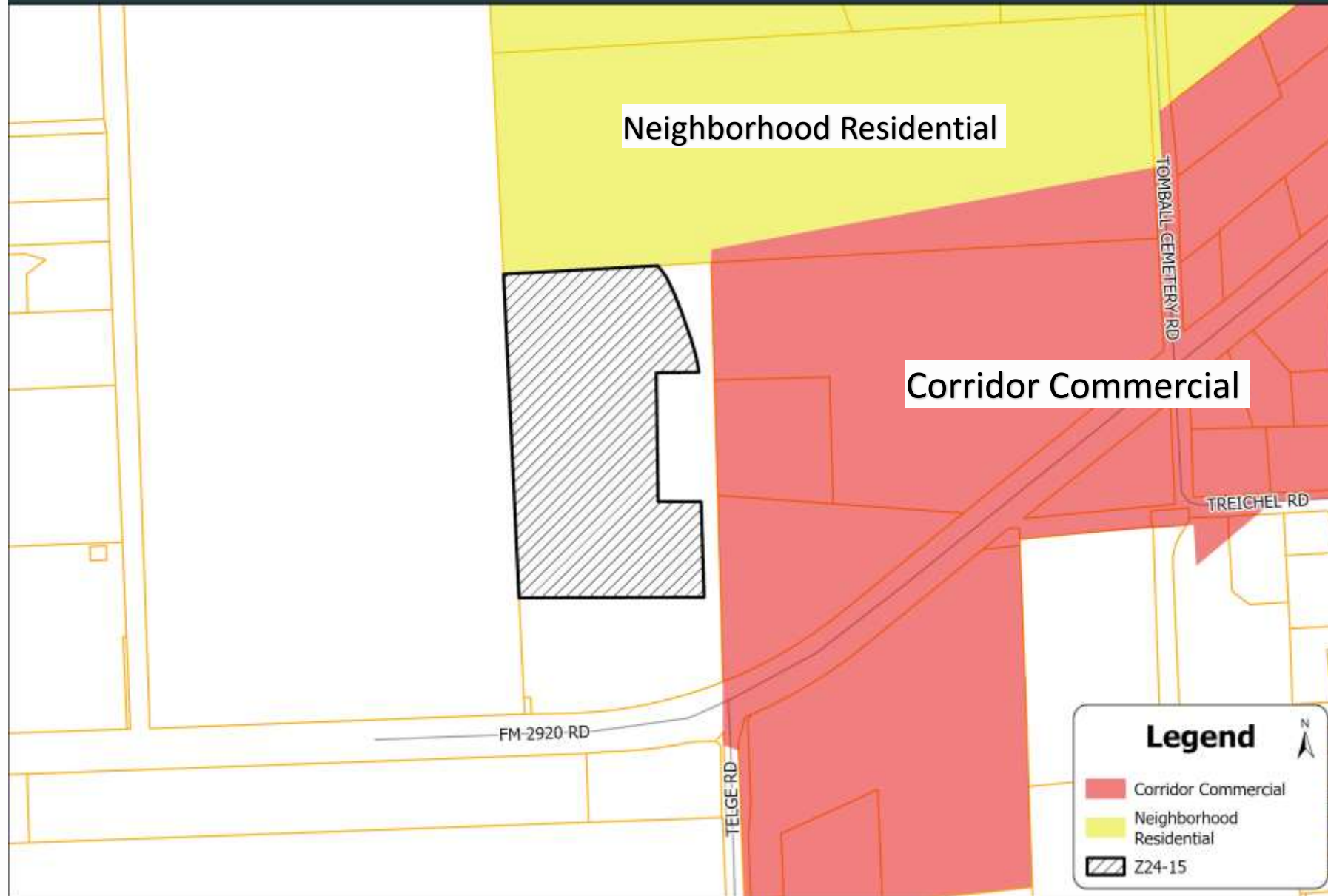


Zoning





Future Land Use



Analysis (rezoning AG to D)

- The applicant is proposing 26 duplex buildings with 52 residences.
 - Extension of Telge Road to the north of FM 2920 through the extents of the development.
- The Duplex district:
 - Provides for medium density multiple-occupancy housing, a housing option that does not exist in the nearby area.
 - Provides a transition from the single-family district to the north and more intense uses along FM 2920.



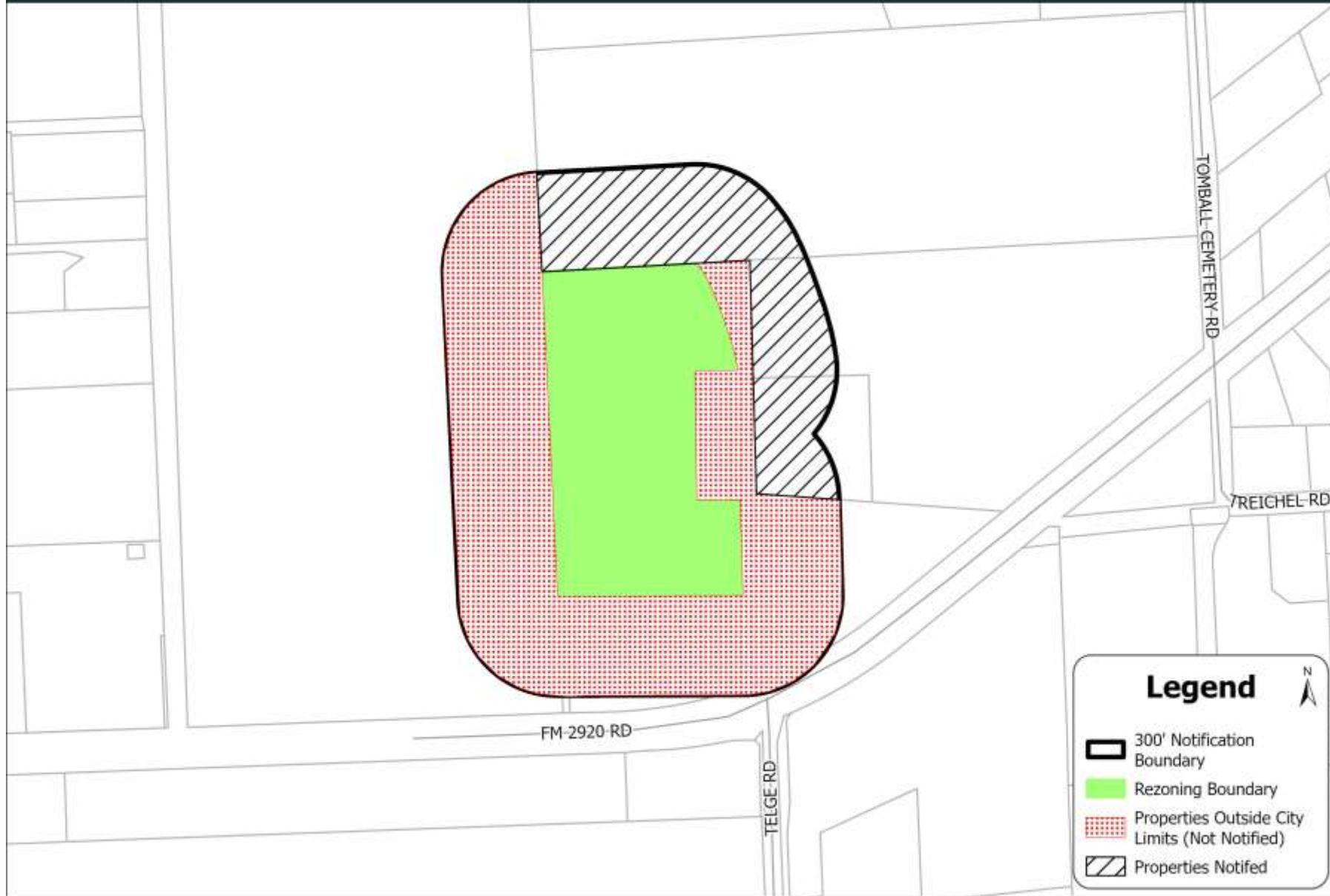


Notification Boundary

300 feet

0 - In Favor- ●

0 - Opposed- ●



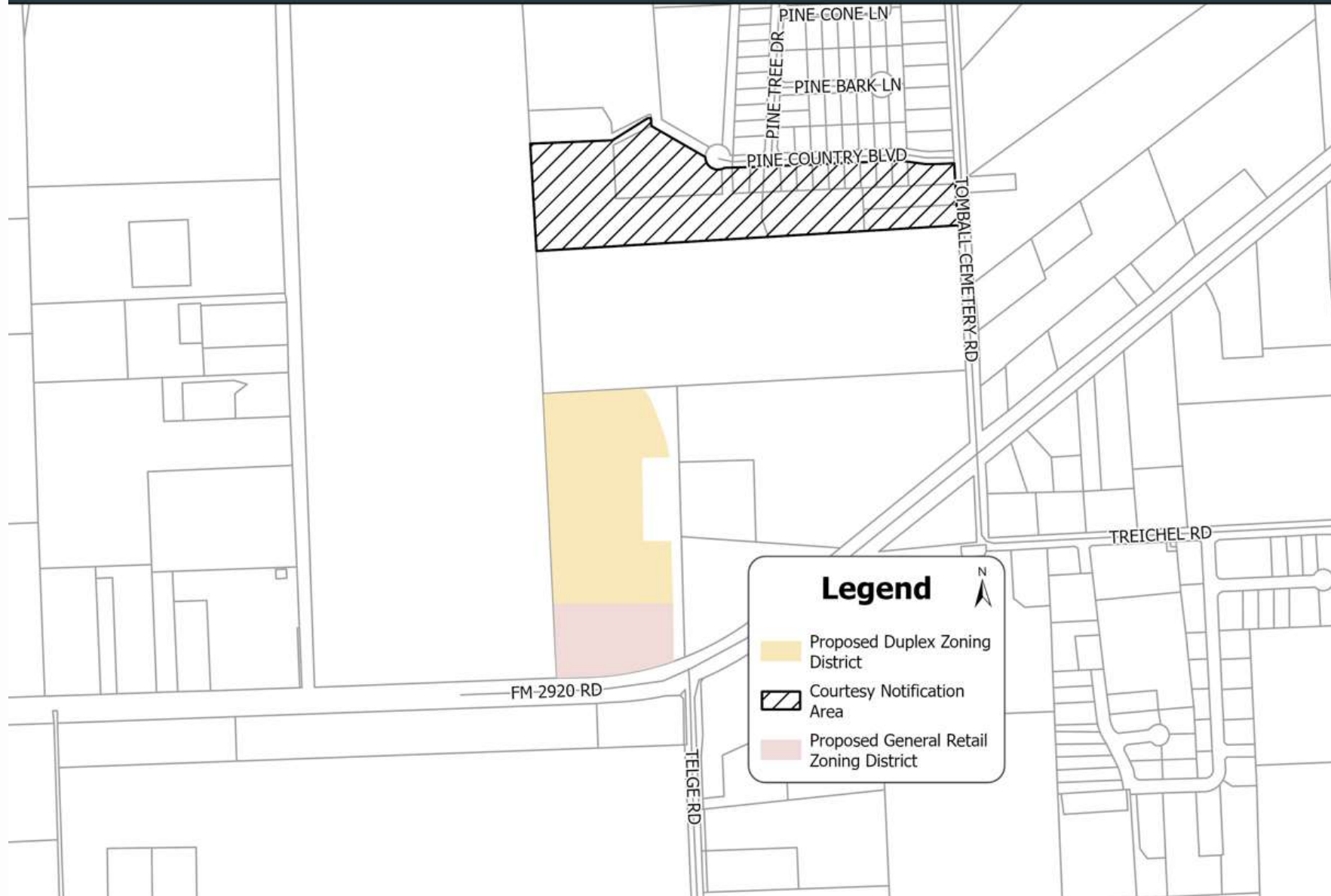
Legend 

-  300' Notification Boundary
-  Rezoning Boundary
-  Properties Outside City Limits (Not Notified)
-  Properties Notified



Z24-14 and Z24-15

Courtesy notification



Recommendation (rezoning-AG to D)

- Planning & Zoning Commission recommends approval (5-0 vote)
- City Staff recommends approval of the rezoning from Agricultural to Duplex.
 - Provides a transition from the single-family district to the north and more intense uses along FM 2920.
 - Provides a housing option that does not exist in the nearby area.
 - Compatible with the other existing and proposed residential uses in the area.

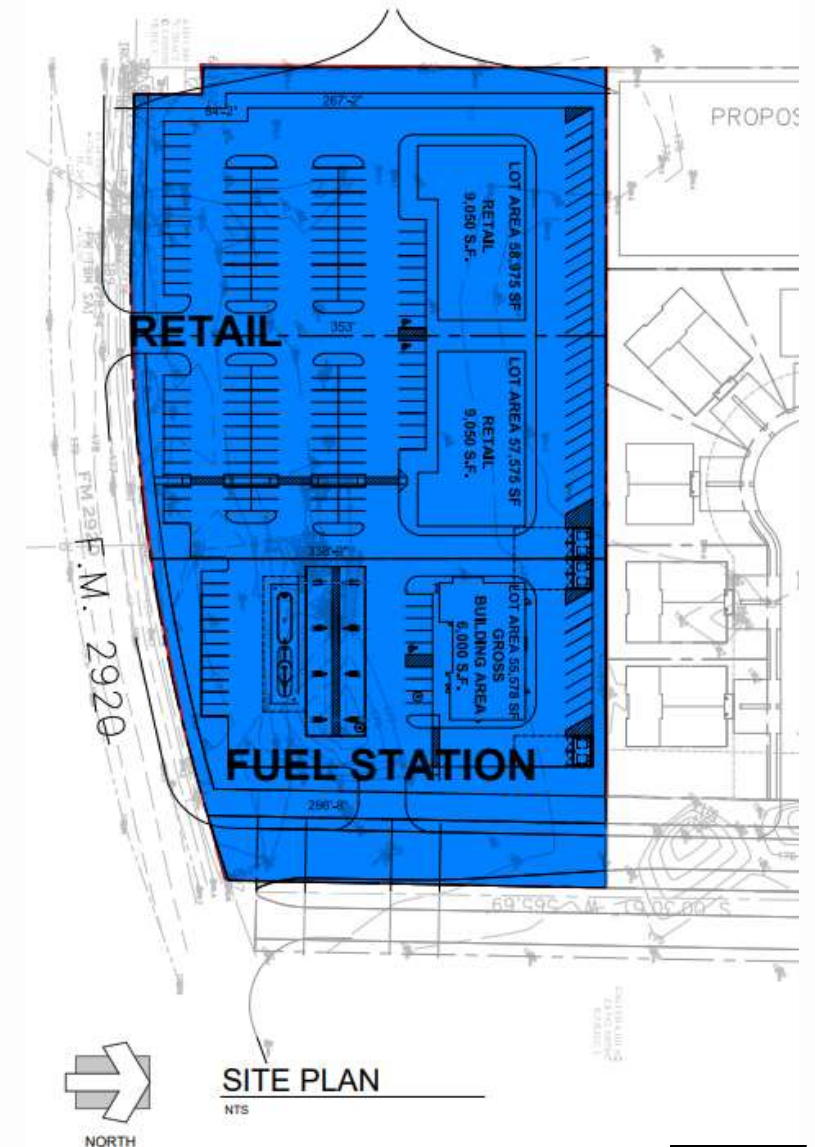


Applicant



Rezoning Case Z24-14

- Request by International Commercial Development Enterprise, LLC. to rezone 4.339 acres from Agricultural to General Retail.
 - The intent is to develop a retail center with a gas station / convenience store.
- The property is currently going through the annexation process





Location

16000 FM 2920
(NW of FM 2920/Telge Road intersection)

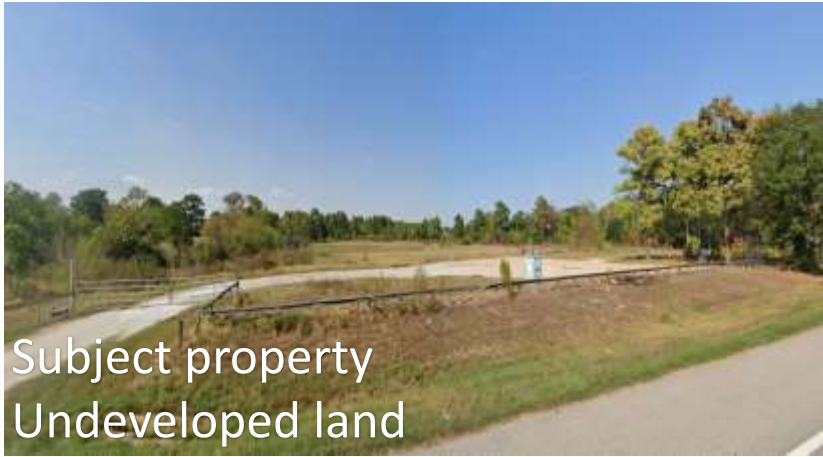


Legend

 Z24-14



Site Photos



Subject property
Undeveloped land



Neighboring property (north)
Undeveloped land



Neighboring property (west)
Rural residential

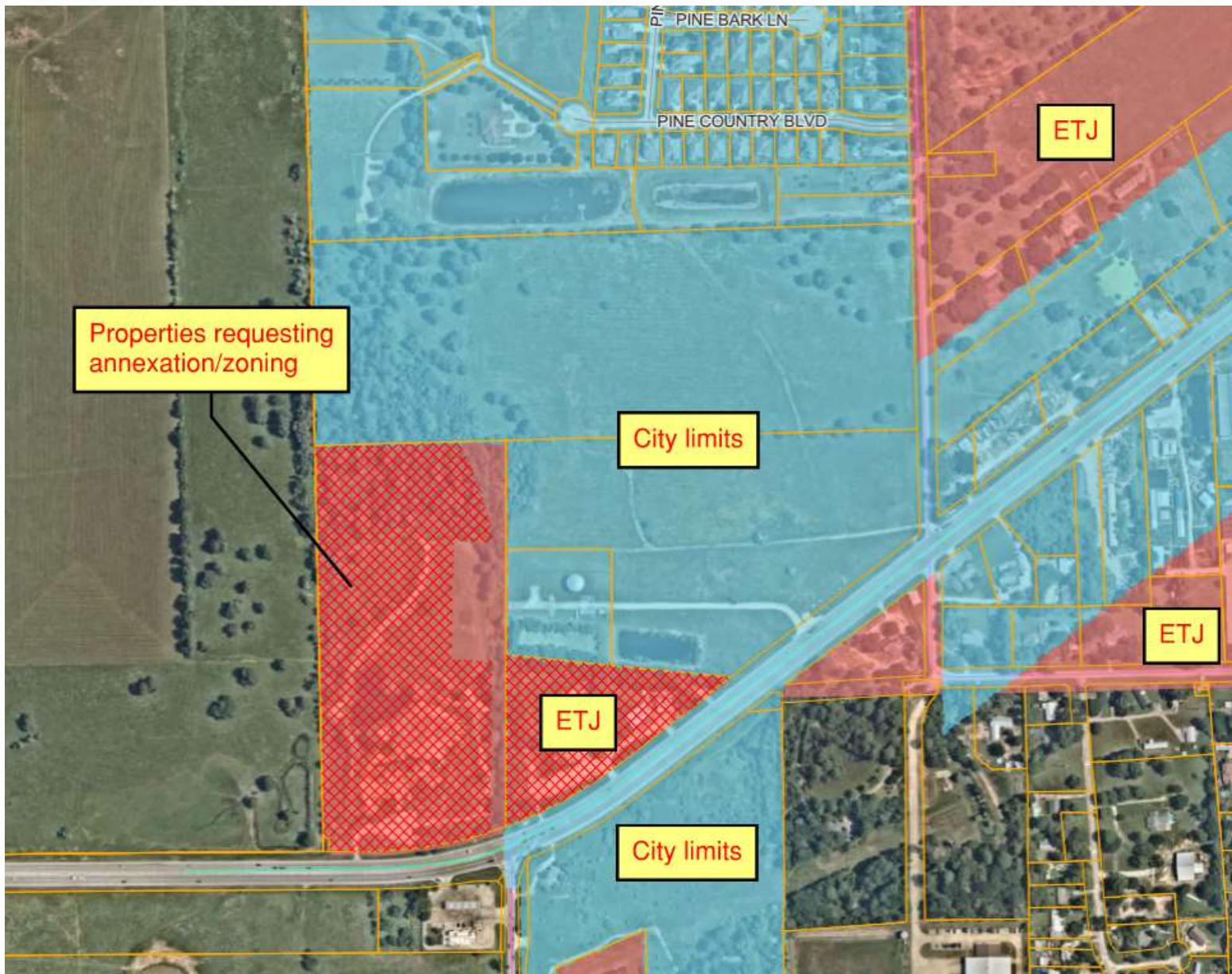


Neighboring property (south)
Convenience store / gas station



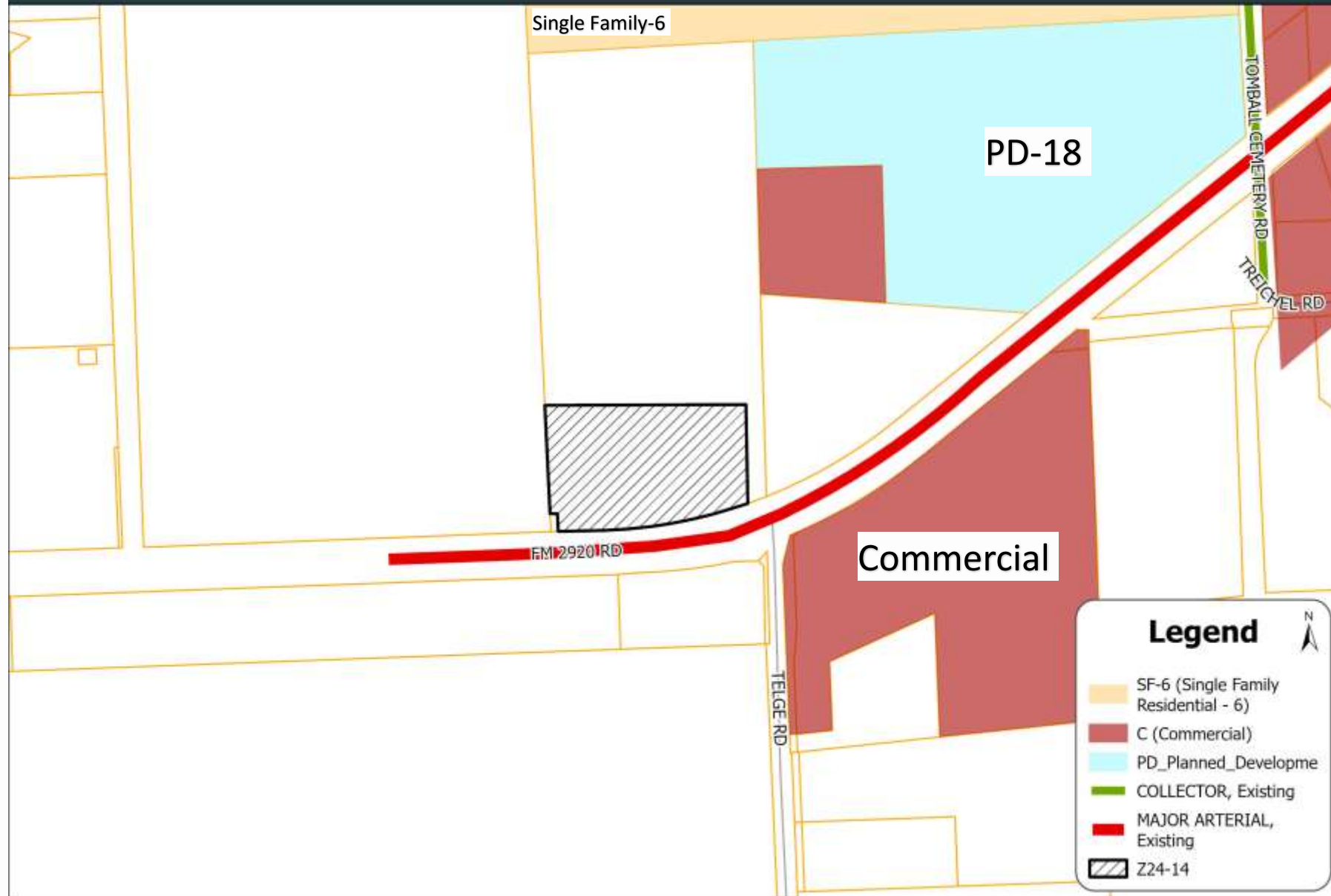
Neighboring property (east)
Hans Crawfish

ETJ/city limits map



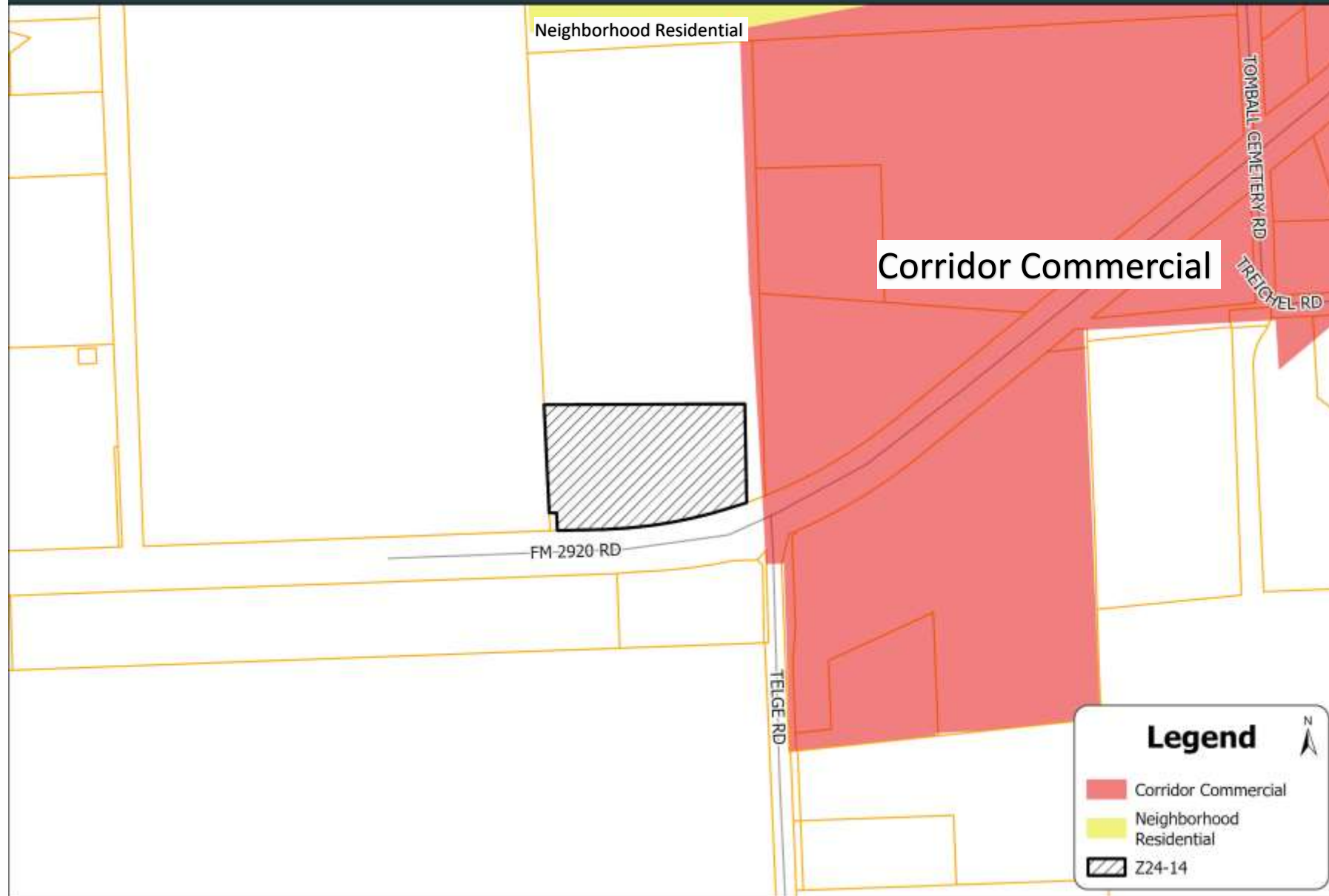


Zoning





Future Land Use



Analysis (rezoning-AG to GR)

- Uses permitted in the General Retail district are intended to create opportunities for local shopping and conveniences.
 - Would serve many existing and proposed residential communities in the nearby area.
- The requested General Retail district is appropriate along major roads and at major intersections, such as FM 2920 and Telge Road.
- Applicant plans to extend Telge Road to the north of FM 2920 through the extent of the development.



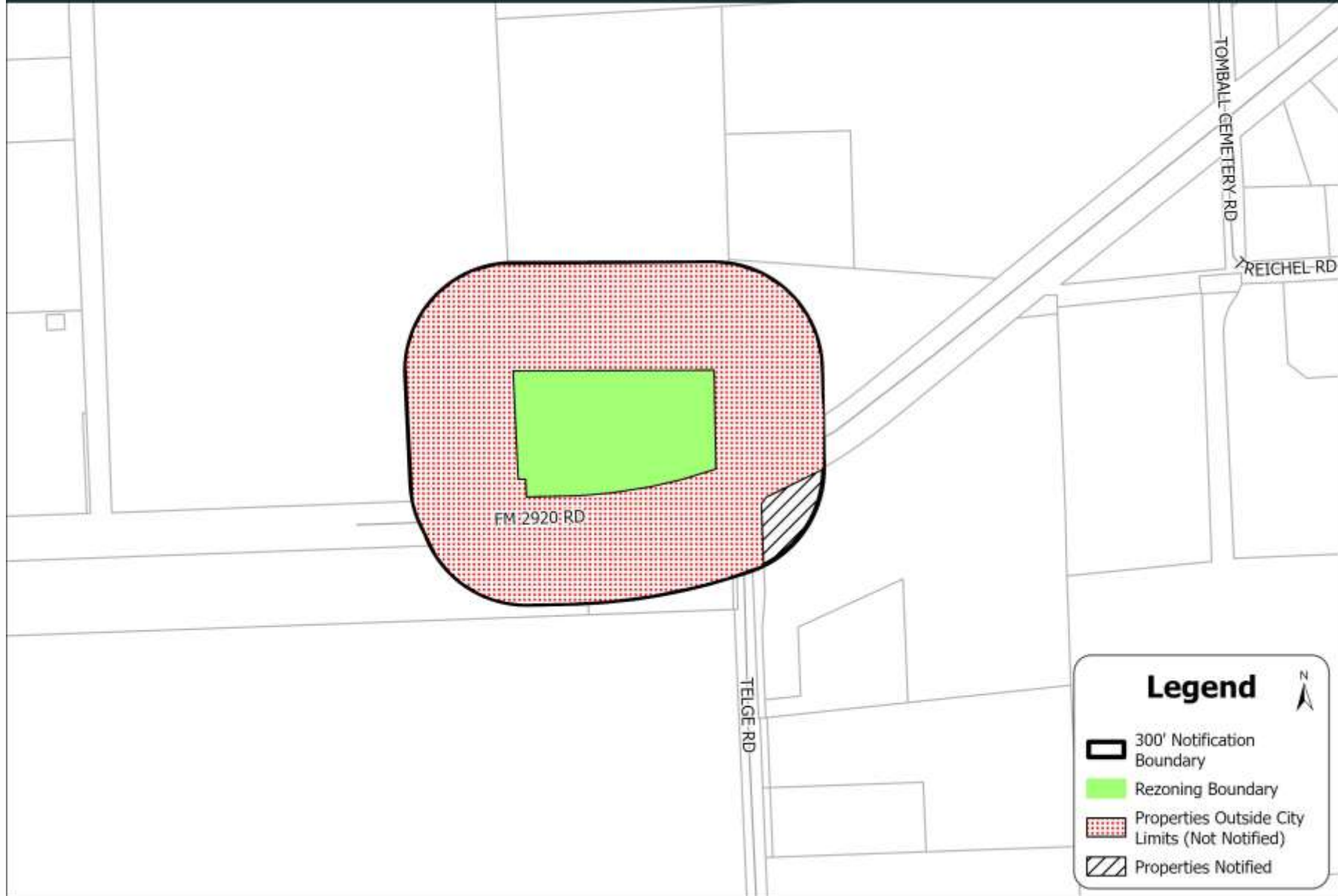


Notification Boundary

300 feet

0 - In Favor- ●

0 - Opposed- ●



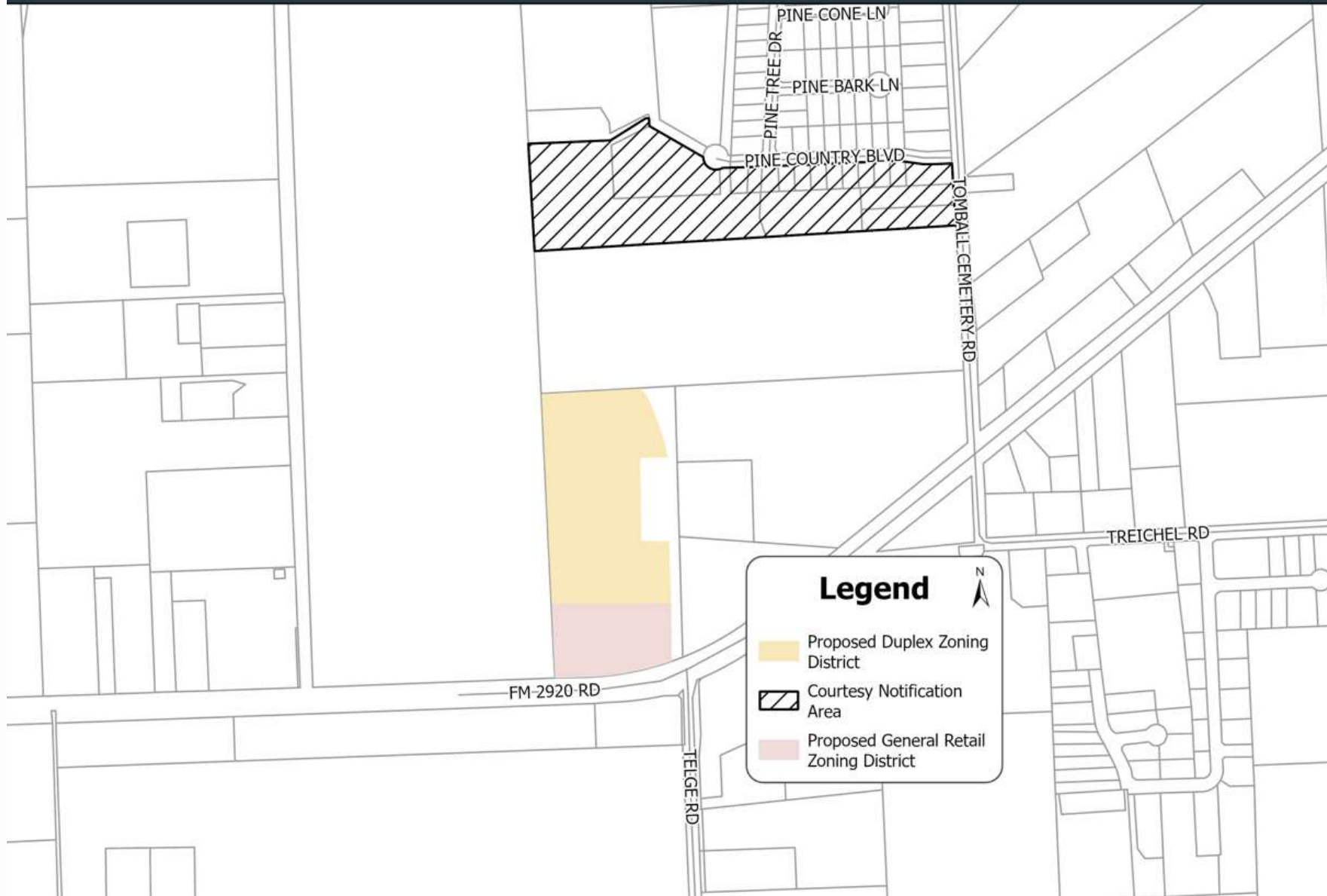
Legend 

-  300' Notification Boundary
-  Rezoning Boundary
-  Properties Outside City Limits (Not Notified)
-  Properties Notified



Z24-14 and Z24-15

Courtesy notification



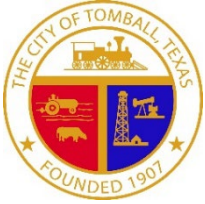
Recommendation (rezoning-AG to GR)

- Planning & Zoning Commission recommends approval (5-0 vote)
- City Staff recommends approval of the rezoning from Agricultural to General Retail.
 - The request is compatible with the area, nearby zoning districts, and the future land use designations to the east of the property.
 - The property is located at a major intersection which can handle additional traffic from a retail development.



Applicant





SPECIAL EVENT GUIDELINES & APPLICATION

THE CITY OF TOMBALL, TEXAS

Effective Date: 1/1/2023

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

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

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

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

Chrislord Templonuevo – Director of Marketing & Tourism

401 Market Street

Tomball, Texas 77375

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



SPECIAL EVENT APPLICATION

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

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

Date: 11/8/2024 Is this event Co-City sponsored? Yes No

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

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

1. Event title: Rotary Fish Fry

2. Sponsoring entity: Tomball Rotary

3. Is this organization based in Tomball: Yes No

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

5. Contact: Nichoel Akers Phone: 832-729-4850

6. Contact address: 21302 Timber Pines Dr Spring, TX 77388

7. Contact email: nichoelakers@gmail.com

8. Event date: 4/4/2025

9. Event times: Start 4pm Finish 8pm Set-up 8am Breakdown 10pm

10. Is this event for charity? Yes No

11. If yes, what charity? Rotary Tax ID _____

12. If yes, what percentage of net proceeds will be donated to the charity? 100%

13. On-site contact: Dennis Wilkins Mobile #: 713-447-1930

14. Estimated number of attendees: 1500

15. Detailed site map in attached: Yes No

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

17. Admission fee: \$ _____ Free

18. Time at which event staff will begin to arrive: 8am

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

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

21. Name of insurance carrier: Westchester Surplus Lines Insurance Company

22. Are Fireworks included in your event? No Yes (Must submit Fireworks Event Application)

Signature: Nichoel Akers



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/8/2024

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...

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...

PRODUCER: Hylant Group Inc, 811 Madison Ave, Toledo OH 43604. CONTACT NAME: Crystal Gleason, PHONE: 419-259-2710, FAX: 419-255-7557. INSURER(S) AFFORDING COVERAGE: Westchester Surplus Lines Insurance Company, NAIC #: 10172.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN...

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, EXCESS LIAB, and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

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

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is cause in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER CANCELLATION

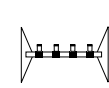
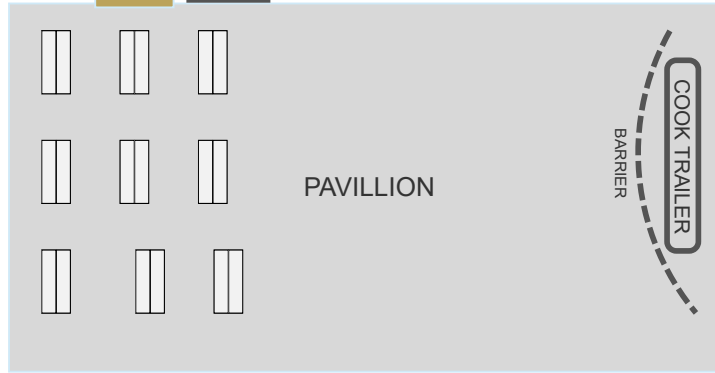
CERTIFICATE HOLDER: City of Tomball. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Judy K. Wilson.

PLAYGROUND &
PICKLE BALL



VOLLEYBALL COURT

MUSIC
TENT



PLAY GROUND

RESTROOMS

PARKING LOT

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 18, 2024

Topic:

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

Background:

This annual event brings Tomball Rotary members and potential new members together.

Origination:

Initial Rotary Club members will arrive at 8:00 a.m. to begin cooking and setup. The Event will officially start at 4:00 p.m. and finish at 8:00 p.m. where breakdown will immediately commence and should be completed by 10:00 p.m.

Recommendation:

To help with the efficiency of the event, we request the City of Tomball for the following in-kind services (as needed): Police, Fire, Public Works, and Coordination.

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

FUNDING (IF APPLICABLE)

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

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

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

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

**CERTIFICATE OF FORMATION OF
TOMBALL ROTARY FOUNDATION
A NONPROFIT CORPORATION**

FILED
In the Office of the
Secretary of State of Texas

JAN 13 2011

Corporations Section

This certificate of formation is submitted for filing pursuant to the applicable provisions of the Texas Business Organizations Code.

Article I - Entity Name and Type

The name and type of filing entity being formed are: TOMBALL ROTARY FOUNDATION, a Texas nonprofit corporation (hereinafter "Corporation").

Article II - Purpose

The Corporation is organized for charitable, religious, scientific, literary, or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), and the Texas Tax Code, Section 11.18. In particular the Corporation shall conduct fund raising activities and use proceeds to fund scholarships for Tomball area applicants and make contributions to worthy charitable and humanitarian efforts.

Article III - Restrictions and Limitations

Notwithstanding the foregoing or anything to the contrary herein, the Corporation may not:

- A. Engage in any activity or take any action prohibited by the applicable provisions of the Texas Business Organizations Code.
- B. Pay any dividend or distribute any part of the income of the Corporation to its members, if any, directors, if any, or officers. However, the Corporation may pay compensation in a reasonable amount to its members, directors, or officers for services rendered, may confer benefits upon its members in conformity with its purposes, provided such compensation and benefits are reasonable.
- C. Make loans to the Corporation's directors.
- D. Engage in any activities, except to an insubstantial degree, that are not in furtherance of the purpose or purposes of the Corporation.
- E. Conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and its regulations, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and regulations.

F. Serve any private interest except if clearly incidental to the public benefit provided by the Corporation.

G. Allow any of the Corporation's net earning to inure to the benefit of the members, if any of the Corporation, or any private individual.

H. Engage in more than an insubstantial degree in the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Corporation shall not directly or indirectly participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office, except as allowed by Internal Revenue Code and its regulations.

I. Make distributions at such time and in such manner as to subject it to tax under Section 4942 of the Code.

J. Engage in any act of self-dealing which would be subject to tax under Section 4941 of the Code.

K. Retain any excess business holdings which would subject it to tax under Section 4943 of the Code.

L. Make any investments which would subject it to tax under Section 4944 of the Code.

M. Make any taxable expenditures which would subject it to tax under Section 4945 of the Code.

Article IV - Registered Office and Registered Agent

The initial registered agent is an individual resident of the state whose name is Susan L. Bulgawicz. The business address of the initial registered agent and the initial registered office is: 450 Gears, Suite 800, Houston, Texas 77067.

Article V - Organizer

The name and address of the organizer is:

<u>Name</u>	<u>Address</u>
Susan L. Bulgawicz	450 Gears, Suite 800, Houston, Texas 77067

Article VI - Governing Authority

Management of the affairs of the Corporation is to be vested in its board of directors. The number of initial directors shall be five (5). The number of directors shall be set by the bylaws of the Corporation as may be amended from time to time, provided that the number of directors may never be less than three. The names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are:

<u>Name</u>	<u>Address</u>
1. Camille Hamilton	6046 FM 1920, Suite 222, Spring, Texas 77379
2. Deborah Petty	14235 FM 2920, Tomball, Texas 77377
3. Frank Willingham	30555 Tomball Parkway, Tomball, Texas 77375
4. Susan Bulgawicz	450 Gears, Suite 800, Houston, Texas 77067

Article VII - Organizational Structure

The Corporation will not have members.

Article VIII - Indemnification

To the full extent permitted by the applicable provisions of Title 1, Chapter 8 of the Texas Business Organizations Code and other applicable law, the Corporation shall advance or reimburse expenses to and indemnify any present and former directors, officers, employees, and agents of the Corporation and persons serving or formerly serving at the request of the Corporation as directors, officers, partners, venturers, proprietors, trustees, employees, agents or similar functionaries of another foreign or domestic corporation, employee benefit plan, other enterprise or entity against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by the person in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, any appeal in such action, suit or proceeding and any inquiry or investigation that could lead to such an action suit or proceeding, because the person is or was acting in one of the capacities set forth above.

Article IX - Distribution of Assets Upon Winding Up

After all liabilities and obligations of the Corporation in the process of winding up are paid, satisfied and discharged, the property of the Corporation shall be applied and distributed in accordance with section 22.304, Texas Business Organizations Code.

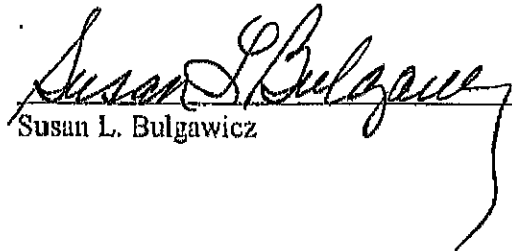
Article X - Effective Date of Filing

This certificate of formation becomes effective when the document is filed by the secretary of state.

Article XI - Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: January 1, 2011


Susan L. Bulgawicz

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 18, 2024

Topic:

Approve the expenditure of greater than \$50,000 with CentralSquare Technologies, LLC for computer aided dispatch software support and Crywolf Outsource False Alarm Reduction Program (FARP) monthly service charges, for a not-to-exceed amount of \$66,874.58 and authorize the City Manager to execute any and all documents related to the expenditure. These expenditures are included in the FY 2024-2025 Budget.

Background:

The City has used CentralSquare Technologies for many years through the use of the Zuercher computer-aided dispatch (CAD) system. Because the City is still in the process of migrating our CAD system to Tyler Technologies, the City will continue to operate with Zuercher until the migration is complete in FY 2024-2025.

In addition, the City we outsources false alarm reduction program (FARP) to Crywolf Services, which is a division of CentralSquare. These charges are calculated as monthly service charges and allocated within the Fire Department budget. The City covers the expenses associated with annual subscriptions, maintenance, and support for this system.

The table below outlines the estimated expenditures:

Vendor	Service Charges	Budget	Projected Spend
CentralSquare Technologies, LLC	CAD Software	\$52,000	\$46,784.68
CentralSquare Technologies, LLC	Crywolf Outsource FARP Service Fees	\$20,000	\$20,000
Total		\$72,350	\$66,874.58

Per the City’s adopted Procurement and Policy Manual, City Council approval is required for any expenditure of over \$50,000 with a single vendor.

Origination: Fire Department, Police Department, and IT Services

Recommendation:

Staff recommends approving the expenditure for CAD software and Crywolf outsource FARP monthly service charges in the amount of not-to-exceed \$66,874.58 to CentralSquare Technologies, LLC as appropriated in the FY 2024-2025 Budget.

Party(ies) responsible for placing this item on agenda: Fire Department, Police Department and IT Services

FUNDING (IF APPLICABLE)

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

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

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

Signed Tom Wilson
Staff Member _____
Date

Approved by _____
City Manager _____
Date

Renewal Order #: Q-188167
Start Date: November 6, 2024
End Date: November 5, 2025
Billing Frequency: Yearly
Subsidiary: Tritech Software Systems

Renewal Order prepared for:
Ben Lato, Senior IT Specialist
Tomball Police Department
400 Fannin St
Tomball, TX 77375
(281) 290-1433

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Administration Core (Agency Site License) Annual Maintenance Fee	1	331.83 USD
2.	Administration Core Annual Maintenance Fee	1	729.31 USD
3.	CAD Advanced (Agency Site License) Annual Maintenance Fee	1	1,025.59 USD
4.	CAD Basic Paging (SMTP/Email) Interface Annual Maintenance Fee	1	0.00 USD
5.	CAD Core (Agency Site License) Annual Maintenance Fee	1	3,076.75 USD
6.	CAD Core Annual Maintenance Fee	1	2,734.89 USD
7.	CAD Custom Interface Placeholder Annual Maintenance Fee	1	1,367.45 USD
8.	CAD E911 (ANI/ALI) Interface Annual Maintenance Fee	1	0.00 USD
9.	CAD EvenTide Voice Recorder Interface (Import and Export) Annual Maintenance Fee	1	1,732.09 USD
10.	CAD Rip and Run (Fax/Email) Interface Annual Maintenance Fee	1	0.00 USD
11.	Esri Analyst License (Esri ArcGIS Network Analyst for Server) Annual Maintenance Fee	1	1,519.39 USD
12.	Esri Server License (Esri ArcGIS for Server Workgroup Standard) Annual Maintenance Fee	1	1,519.39 USD
13.	Jail Short Term Holding Only (Agency Site License) Annual Maintenance Fee	1	143.59 USD
14.	Jail Short Term Holding Only Annual Maintenance Fee	1	1,823.26 USD

15.	Mapping AVL (Agency Site License): FullTime CAD Workstations Annual Maintenance Fee	1	1,367.45 USD
16.	Mapping AVL Playback (Agency Site License): FullTime CAD Workstations Annual Maintenance Fee	1	820.47 USD
17.	Mapping Core (Agency Site License) for FullTime CAD Workstations Annual Maintenance Fee	1	1,640.94 USD
18.	Mapping Core Annual Maintenance Fee	1	2,187.92 USD
19.	Mobile AVL Annual Maintenance Fee	15	547.05 USD
20.	Mobile AVL Annual Maintenance Fee	15	547.05 USD
21.	Mobile CAD Annual Maintenance Fee	15	1,230.75 USD
22.	Mobile CAD Annual Maintenance Fee	10	820.50 USD
23.	Mobile Core Annual Maintenance Fee	1	911.63 USD
24.	Mobile Mapping Annual Maintenance Fee	10	2,005.60 USD
25.	Mobile Mapping Annual Maintenance Fee	15	3,008.40 USD
26.	Mobile NCIC Annual Maintenance Fee	15	0.00 USD
27.	Mobile Records Annual Maintenance Fee	15	2,598.30 USD
28.	Personnel Advanced (Agency Site License) Annual Maintenance Fee	1	411.33 USD
29.	Personnel Core (Agency Site License) Annual Maintenance Fee	1	0.00 USD
30.	Personnel Core (Agency Site License) Annual Maintenance Fee	1	0.00 USD
31.	Personnel Core Annual Maintenance Fee	1	0.00 USD
32.	Records Advanced (Agency Site License) Annual Maintenance Fee	1	948.10 USD
33.	Records Core (Agency Site License) Annual Maintenance Fee	1	2,844.28 USD
34.	Records Core Annual Maintenance Fee	1	1,367.45 USD
35.	Records NDEx Adapter (IA IEPD) Annual Maintenance Fee	1	0.00 USD
36.	Records TX Crime Reporting (TIBRS) Interface Annual Maintenance Fee	1	0.00 USD
37.	Reporting Core Annual Maintenance Fee	1	0.00 USD
38.	Reporting Universal Interface Engine Annual Maintenance Fee	1	0.00 USD
39.	ZSuite Time Synchronization Interface Annual Maintenance Fee	1	0.00 USD

40.	ZSuite TLETS/NCIC Interface (Basic Queries) Annual Maintenance Fee	1	2,127.14 USD
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WHAT HARDWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	ZSuite Production GIS Server Hardware Maintenance	1	0.00 USD
2.	ZSuite Production NCIC Server Hardware Maintenance	1	0.00 USD
3.	ZSuite Production Server Hardware Maintenance	1	3,335.28 USD
4.	ZSuite Training/Testing Server Hardware Maintenance	1	2,061.50 USD
Renewal Order Total:			46,784.68 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

VENDOR: 001084 CENTRALSQUARE TECHNOLOGIES, LLC

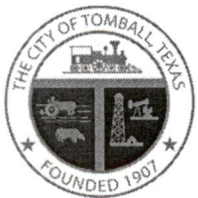
DATE	INVOICE #	PO #	DESCRIPTION
10/11/2024	422460		SEPT 2024 TFARP REVENUE SHARE

11629
10/18/2024
AMOUNT
1,349.32

TOTAL	1,349.32
-------	----------

WELLS FARGO BANK, N.A.

Check #: 11629



DEPOSIT DATE
10/18/2024

PAY THIS AMOUNT
1,349.32

PAY *** VOID *** NON-NEGOTIABLE *** VOID *** FOR INFORMATION ONLY *** VOID ***

TO THE ORDER OF CENTRALSQUARE TECHNOLOGIES, LLC
 1000 BUSINESS CENTER DRIVE
 LAKE MARY, FL 32746

CITY OF TOMBALL ACH PAYMENT AUTHORITY

PAYABLE TO: CENTRALSQUARE TECHNOLOGIES

1000 BUSINESS CENTER DRIVE

ADDRESS: LAKE MARY FL, 32746

PHONE NUMBER: _____

PROJECT NUMBER: _____

INVOICE NUMBER: 422460

BID/CONTRACT NUMBER: _____

DATE: 10/11/24

PAYMENT AMOUNT: \$ 1,349.32

PAYMENT DATE: _____

Completed by finance department only

REASON FOR PURCHASE: _____

PAYMENT DISTRIBUTION

FUND #	DEPT. #	ACCT. #	AMOUNT	DESCRIPTION
100	142	6304	\$ 1,349.32	SEPT 2024-TFARP REVENUE SHARE
-	-	-	\$	
-	-	-	\$	
-	-	-	\$	
-	-	-	\$	
-	-	-	\$	
-	-	-	\$	
-	-	-	\$	
-	-	-	\$	
-	-	-	\$	
-	-	-	\$	

PREPARED BY: KIM ROBERTSON DATE: 10/14/2024

DEPARTMENT HEAD:  DATE: 10/15/24

FINANCE DIRECTOR:  DATE: 10.15.24

CITY MANAGER/ASSISTANT CM: _____ DATE: _____

Purchases \$5,001 - \$10,000 require Finance Director signature.
 Purchases \$10,001.00 - \$49,999.99 require City Manager/Assistant City Manager signature.
 Purchases from \$3,000.00 to \$49,999.99 require 3 written quotes & a purchase order.
 Purchases of \$50,000.00 and over require advertisement and competitive sealed bidding and Council approval.

*ACH
FY 23-24*

ENTERED OCT 15 2024



Invoice

Invoice No ()	Date	Page
422460	10/11/2024	1 of 1

Superion, LLC, formerly Public Safety Corporation, a
 CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 Tomball
 Doug Tippey
 400 Fannin St
 Tomball TX 77375
 United States

Ship To
 Tomball
 Doug Tippey
 400 Fannin St
 Tomball TX 77375
 United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
7061	Tomball		USD	11/10/2024

	Description	Units	Rate	Extended
1	CryWolf Outsource Services - Outsourcing September 2024	1	1,292.67	1,292.67
2	Crywolf Outsourcing Expenses Credit Card Fees	1	56.65	56.65

September 2024

Please include invoice number(s) on your remittance advice.
ACH:
 Routing Number 121000358
 Account Number 1416612641
 Bank of America (Phone 800-432-1000)
 E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	1,349.32
Tax	0.00
Invoice Total	1,349.32
Payments Applied	0.00
Balance Due	USD 1,349.32

ACH

Tomball TX 2024
Revenue Calculation
September

Prepared by: lbt
Bank: 0

Gross Bank Deposit:	\$ 3,775.00
Less Deposit Correction:	-
Net Bank Deposit:	\$ 3,775.00

Client Receipts, from Credit Cards:	\$ -
Client Receipts, from Collection Agency:	-
Client Receipts, Direct:	-
Less Bank Service Charges:	-
Less Credit Card Processing Fees:	-
Less Fees Paid by PSC FBO Alarm Program:	(56.65)
Less Escrow Credits:	(50.00)
Less Escrow From Hearings:	(50.00)
Payments from Escrow:	75.00
Less Collection Fees:	-
Net Revenue to Share:	\$ 3,693.35

Revenue Due to Client:	65.0%	\$ 2,400.68
Less Client Receipts, from Credit Cards:		-
Less Client Receipts, from Collection Agency:		-
Less Client Receipts, Direct:		-
Total Due to Client:		\$ 2,400.68

Revenue Due to PSC:	35.0%	\$ 1,292.67
Plus Reimbursement of Fees Paid FBO Alarm Program:		56.65
Total Due to PSC:		\$ 1,349.32

Current Escrow

Beg Bal	\$	1,100.00
Esc Cr		50.00
Esc Hear		50.00
Pmt From		(75.00)
Refunds		-
End Bal	\$	1,125.00

607006



Invoice Number: 34755670
 Page: 1 of 1
 Invoice Date: 09/09/2024
 Services for the month of August 2024

Account Number: 069628
 User Number: 000600
 User Name: Tomball FARP - PayDirect

QTY	Code	Description	Volume	Markup		Total
				Per Volume	Per Item	
INTERCHANGE FEES						
Link2Gov Fees						
3	ATFEE1	Amex Transaction Fee			\$0.2000	\$0.60
0	AVFEE1	Amex Volume Fee	\$225.00	2.4500%		\$5.51
20	L2G	L2G Gateway Fee			\$0.0500	\$1.00
6	MTFEE1	MasterCard Transaction Fee			\$0.2000	\$1.20
0	MVFEE1	MasterCard Volume Fee	\$625.00	2.4500%		\$15.31
4	TEK	Transaction - E-Check			\$0.1500	\$0.60
7	VTFEE1	Visa Transaction Fee			\$0.2000	\$1.40
0	VVFEE1	Visa Volume Fee	\$450.00	2.4500%		\$11.03
Merchant Fees						
1	FEE	Application Hosting and Maintenance			\$10.0000	\$10.00
1	FEE	Reporting			\$10.0000	\$10.00
						\$56.65

Workload Snapshot

Action Date From: 9/1/2024
Action Date Thru: 9/30/2024
Agency: Tomball TX
Locations: ALL Locations

Action Taken	Current 9/1/2024 9/30/2024	Previous 9/1/2023 9/30/2023	Totals To Date
Total Residential Registrations Entered	8	14	2042
Total Non-Residential Registrations Entered	8	5	1337
Total Alarm Companies Entered	0	0	132
Total False Alarms Processed	82	101	14063
Total False Alarms Charged	23	46	4682
Total False Alarms Charges	\$1,725.00	\$3,800.00	\$355,000.00
Total Ignored Alarms Processed	6	7	1385
Total Valid Alarms Processed	0	0	3
<hr/>			
Dispatch Rate:			28.35%
Accounts (All) before 9/30/2024:		3376	
Countable Alarms between 10/2/2023 - 9/30/2024:		957	
<hr/>			
Total Actions Performed	311	297	43012
Total Correspondence Prepared	208	207	31534
Total Hearings Held	3	4	900
Gross Billing	\$4,625.00	\$6,525.00	\$719,870.00
Total Appealed	\$250.00	\$150.00	\$84,815.00
Total Refunded	\$0.00	\$0.00	\$2,790.00
Total Collected	\$3,775.00	\$3,600.00	\$585,025.00
Defined as Payments and Escrow Credit			
Total Adjustments to Collections	\$0.00	\$0.00	\$1,780.00
Defined as Void Payments and Returned Ck			
Net Collections	\$3,775.00	\$3,600.00	\$583,245.00
Defined as 'Total Collected' - 'Total Adjustments to Collections'			
Collections Breakdown by Group *			
Account-related Collections: (42.38%) (45.83%) (40.48%)	\$1,600.00	\$1,650.00	\$236,809.84
Alarm call-related Collections: (52.98%) (37.50%) (50.85%)	\$2,000.00	\$1,350.00	\$297,480.00
Other Collections: (4.64%) (16.67%) (8.67%)	\$175.00	\$600.00	\$50,735.16
Detail of Other Collections			
60 Day Delinquent (4)	\$125.00		
N/A (Escrow Credit) (1)	\$50.00		
Sub-total	\$175.00		

* All Collections limited to 'Payment' and 'Escrow Credit'
 Account-related: Payments for Invoices where letterUse = 'AR Status' or 'AC Status'
 Alarm call-related: Payments for Invoices where IncidentDate is valid
 Other-related: All other Payments

Workload Snapshot

Action Date From: 9/1/2024
Action Date Thru: 9/30/2024
Agency: Tomball TX

Current Period: 9/1/2024 - 9/30/2024

Total fees charged for date range of invoices involved	\$4,625.00	
Successful appeals to date of invoices charged	\$0.00	
Net fees charged for date range of invoices involved	\$4,625.00	\$4,625.00
Total Payments received to date for date range of invoices charged	\$1,600.00	
Total Hearing Adjustment to date for date range of invoices charged	\$0.00	
Net payments for date range of invoices charged	\$1,600.00	\$1,600.00
Outstanding invoices to date for date range charged		\$3,025.00
Collections rate to date for date range of invoices charged		34.59%
Delinquency rate to date of invoices charged		65.41%
Appeal rate to date of invoices charged		0.00%

Previous Period: 9/1/2023- 9/30/2023

Total fees charged for date range of invoices involved	\$6,525.00	
Successful appeals to date of invoices charged	\$150.00	
Net fees charged for date range of invoices involved	\$6,375.00	\$6,375.00
Total Payments received to date for date range of invoices charged	\$5,325.00	
Total Refunds given to date for date range of invoices charged	\$0.00	
Net payments for date range of invoices charged	\$5,325.00	\$5,325.00
Outstanding invoices to date for date range charged		\$1,050.00
Collections rate to date for date range of invoices charged		83.53%
Delinquency rate to date of invoices charged		16.47%
Appeal rate to date of invoices charged		2.30%

Totals to Date

Total fees charged for date range of invoices involved	\$719,870.00	
Successful appeals to date of invoices charged	\$85,040.00	
Net fees charged for date range of invoices involved	\$634,830.00	\$634,830.00
Total Payments received to date for date range of invoices charged	\$582,020.00	
Total Refunds given to date for date range of invoices charged	\$2,790.00	
Net payments for date range of invoices charged	\$579,230.00	\$579,230.00
Outstanding invoices to date for date range charged		\$55,600.00
Collections rate to date for date range of invoices charged		91.24%
Delinquency rate to date of invoices charged		8.76%
Appeal rate to date of invoices charged		11.81%

Payment Tally Sheet

From: 9/1/2024
Thru: 9/30/2024
Agency: Tomball TX
User: <ALL>
Date Used: Created

Date Entered: 9/3/2024						
Check #	Date Pd	Invoice	Account	Name	Amount	Type
3881050968	9/3/2024	61460	4774	BAHAMA MAMA	\$50.00	Payment
Pymnts/Escrw Credits, Retrnd Ck/Void Pymnts Only				1	\$50.00	

Date Entered: 9/4/2024						
Check #	Date Pd	Invoice	Account	Name	Amount	Type
3881130368	9/4/2024	61295	1059	DISCOUNT TIRE COMPAN	\$100.00	Payment
3881102199	9/4/2024	61302	1173	CHURCH OF GOOD SHEPH	\$50.00	Payment
3881130368	9/4/2024	61348	1059	DISCOUNT TIRE COMPAN	\$100.00	Payment
3881130368	9/4/2024	61419	1059	DISCOUNT TIRE COMPAN	\$100.00	Payment
3881109022	9/4/2024	61509	5345	WR TRANSFORMERS	\$50.00	Payment
Pymnts/Escrw Credits, Retrnd Ck/Void Pymnts Only				5	\$400.00	

Date Entered: 9/9/2024						
Check #	Date Pd	Invoice	Account	Name	Amount	Type
3881388669	9/9/2024	60708	4924	REAL LIFE MINISTRIES	\$100.00	Payment
3881388669	9/9/2024	61162	4924	REAL LIFE MINISTRIES	\$50.00	Payment
3881391011	9/9/2024	61372	5317	COSTCO WHOLESALE	\$100.00	Payment
3881388669	9/9/2024	61479	4924	REAL LIFE MINISTRIES	\$25.00	Payment
3881388669	9/9/2024	61515	4924	REAL LIFE MINISTRIES	\$100.00	Payment
3881358003	9/9/2024	61529	4252	BARRI FINANCIAL GROU	\$50.00	Payment
Pymnts/Escrw Credits, Retrnd Ck/Void Pymnts Only				6	\$425.00	

Date Entered: 9/10/2024						
Check #	Date Pd	Invoice	Account	Name	Amount	Type
	9/10/2024	61569	4436	ASPEN PUMPS INC	\$50.00	Escrow (from Hearing)
Pymnts/Escrw Credits, Retrnd Ck/Void Pymnts Only				0	\$0.00	
All totals for this section				1	\$50.00	

Date Entered: 9/11/2024						
Check #	Date Pd	Invoice	Account	Name	Amount	Type
005753	9/11/2024	60024	2565	TOMBALL INTERMEDIATE	\$25.00	Payment
10083	9/11/2024	60225	5083	HTO TOMBALL	\$50.00	Payment
2445	9/11/2024	60797	4815	GATEWAY PLAZA LTD	\$50.00	Payment
3418	9/11/2024	60883	2331	ADVANCED PRESSURE SY	\$50.00	Payment
46469241	9/11/2024	60962	2550	HCA HEALTHCARE - TOM	\$75.00	Payment
15516	9/11/2024	61171	5279	LITTLEFIELD BROTHERS	\$50.00	Payment
3321089	9/11/2024	61224	1093	TRACTOR SUPPLY COMPA	\$100.00	Payment
788	9/11/2024	61260	3920	CHICKEN EXPRESS	\$75.00	Payment
15516	9/11/2024	61263	5279	LITTLEFIELD BROTHERS	\$50.00	Payment
209889	9/11/2024	61294	2121	KLEIN FUNERAL HOME	\$100.00	Payment
005536	9/11/2024	61315	4769	LA MICHAOCANA MEAT M	\$50.00	Payment
0100261439	9/11/2024	61454	2100	KOHL'S DEPT STORE	\$50.00	Payment
3881514008	9/11/2024	61577	4465	AVITA TOMBALL DIALYS	\$50.00	Payment
Pymnts/Escrw Credits, Retrnd Ck/Void Pymnts Only				13	\$775.00	

Date Entered: 9/12/2024						
Check #	Date Pd	Invoice	Account	Name	Amount	Type
3881587716	9/12/2024	61576	3200	KARENS #23	\$50.00	Payment
Pymnts/Escrw Credits, Retrnd Ck/Void Pymnts Only				1	\$50.00	

Date Entered: 9/16/2024						
Check #	Date Pd	Invoice	Account	Name	Amount	Type
3881852338	9/16/2024	61530	4576	EPIC MINISTRIES INC	\$50.00	Payment
Pymnts/Escrw Credits, Retrnd Ck/Void Pymnts Only				1	\$50.00	

Date Entered: 9/17/2024						
Check #	Date Pd	Invoice	Account	Name	Amount	Type

Payment Tally Sheet

3881886912	9/17/2024	60966	5003	MY EYE DR	\$75.00 Payment
3881930882	9/17/2024	61049	4569	AMAX AUTO INSURANCE	\$50.00 Payment
3865	9/17/2024	61352	1036	SONIC DRIVE IN 5047	\$100.00 Payment
04003000368	9/17/2024	61421	5336	EXTRA SPACE STORAGE	\$50.00 Payment
0078075374	9/17/2024	61456	4251	MOFFETT PRODUCTIONS	\$50.00 Payment
3881916533	9/17/2024	61646	4255	FIRE ANT BREWPUB TOM	\$50.00 Payment
7084881	9/17/2024	61662	1068	OFFICE DEPOT SUPPLY	\$50.00 Escrow Credit
Pymnts/Escrw Credits, Retrnd Ck/Void Pymnts Only				7	\$425.00

Date Entered: 9/18/2024

Check #	Date Pd	Invoice	Account	Name	AmountType
3881951497	9/18/2024	61213	2821	TEXAS ORTHOPAEDIC &	\$50.00 Payment
3881960520	9/18/2024	61384	3186	TOMBALL WASHATERIA	\$50.00 Payment
Pymnts/Escrw Credits, Retrnd Ck/Void Pymnts Only				2	\$100.00

Date Entered: 9/19/2024

Check #	Date Pd	Invoice	Account	Name	AmountType
	9/19/2024	61682	1068	OFFICE DEPOT SUPPLY	\$75.00 Payment (from Escrow)
Pymnts/Escrw Credits, Retrnd Ck/Void Pymnts Only				0	\$0.00
All totals for this section				1	\$75.00

Date Entered: 9/20/2024

Check #	Date Pd	Invoice	Account	Name	AmountType
3882109023	9/20/2024	60428	2321	PALOMA ENERGY CONSUL	\$50.00 Payment
3882118134	9/20/2024	60953	1054	BUFFALO WILD WINGS	\$75.00 Payment
3882118134	9/20/2024	61341	1054	BUFFALO WILD WINGS	\$75.00 Payment
3882125677	9/20/2024	61385	3372	TOMBALL CAR CLINIC	\$50.00 Payment
3882111636	9/20/2024	61457	4460	DAIKIN COMFORT TECHN	\$50.00 Payment
3882124856	9/20/2024	61579	4969	JAMES AVERY ARTISAN	\$50.00 Payment
3882109023	9/20/2024	61585	2321	PALOMA ENERGY CONSUL	\$25.00 Payment
3882118134	9/20/2024	61629	1054	BUFFALO WILD WINGS	\$75.00 Payment
3882092223	9/20/2024	61647	4970	MATHNASIUM-001	\$50.00 Payment
Pymnts/Escrw Credits, Retrnd Ck/Void Pymnts Only				9	\$500.00

Date Entered: 9/23/2024

Check #	Date Pd	Invoice	Account	Name	AmountType
3882247457	9/23/2024	61379	1148	RSR PERFORMANCE	\$50.00 Payment
3882254332	9/23/2024	61645	3207	TOMBALL FAMILY DENTA	\$50.00 Payment
Pymnts/Escrw Credits, Retrnd Ck/Void Pymnts Only				2	\$100.00

Date Entered: 9/24/2024

Check #	Date Pd	Invoice	Account	Name	AmountType
47278	9/24/2024	60427	2317	BRENT GRINDING INC	\$50.00 Payment
797539	9/24/2024	61048	4561	FROST BANK- TOMBALL	\$50.00 Payment
2845924	9/24/2024	61305	3481	AARONS SALES AND LEA	\$50.00 Payment
0101519518	9/24/2024	61491	4640	REGIONS BANK	\$50.00 Payment
0101519518	9/24/2024	61497	4640	REGIONS BANK	\$75.00 Payment
0101519518	9/24/2024	61519	4640	REGIONS BANK	\$75.00 Payment
796	9/24/2024	61632	3920	CHICKEN EXPRESS	\$75.00 Payment
Pymnts/Escrw Credits, Retrnd Ck/Void Pymnts Only				7	\$425.00

Date Entered: 9/26/2024

Check #	Date Pd	Invoice	Account	Name	AmountType
3882425542	9/26/2024	60805	2134	PALM BEACH TAN	\$50.00 Payment
3882438901	9/26/2024	60849	2414	AARON RENTALS	\$50.00 Payment
3882439990	9/26/2024	61717	1130	RUSSELL FAMILY DENTI	\$50.00 Payment
3882458503	9/26/2024	61721	2112	GIANNA ITALIAN KITCH	\$50.00 Payment
3882419022	9/26/2024	61729	4098	PREMIUM INTERESTS LL	\$50.00 Payment
Pymnts/Escrw Credits, Retrnd Ck/Void Pymnts Only				5	\$250.00

Date Entered: 9/27/2024

Check #	Date Pd	Invoice	Account	Name	AmountType
3882506116	9/27/2024	61503	5342	VILLAGE GREEN MEMORY	\$50.00 Payment
3882495685	9/27/2024	61678	2221	RAINBOWS PRE SCHOOL	\$75.00 Payment
3882491237	9/27/2024	61714	1053	CHASE BANK	\$50.00 Payment
Pymnts/Escrw Credits, Retrnd Ck/Void Pymnts Only				3	\$175.00

10/7/2024 12:11:59 PM

Payment Tally Sheet

Date Entered: 9/30/2024

Check #	Date Pd	Invoice	Account	Name	Amount	Type
3882655197	9/30/2024	61578	4968	RUGGED SOLUTIONS AME	\$50.00	Payment
Pymnts/Escrw Credits, Retrnd Ck/Void Pymnts Only				1	\$50.00	

Payment Tally Sheet

From: 9/1/2024
Thru: 9/30/2024
Agency: Tomball TX
User: <ALL>

Totals by Payment Category

Payment Category 1

Cashiering	\$1,350.00
Escrow Credit - Cashiering	\$50.00
Online Post	\$2,375.00
Returned Ck/Void Payments	\$0.00
Totals	\$3,775.00

Payment Category 2

<N/A>	\$2,425.00
Check	\$1,350.00
Returned Ck/Void Payments	\$0.00
Totals	\$3,775.00

Totals by Order Category

9/3/2024	\$50.00
9/4/2024	\$400.00
9/9/2024	\$425.00
9/11/2024	\$775.00
9/12/2024	\$50.00
9/16/2024	\$50.00
9/17/2024	\$425.00
9/18/2024	\$100.00
9/20/2024	\$500.00
9/23/2024	\$100.00
9/24/2024	\$425.00
9/26/2024	\$250.00
9/27/2024	\$175.00
9/30/2024	\$50.00
Totals	\$3,775.00

Totals by Action Category

Escrow (from Hearing)	\$50.00
Escrow Credit	\$50.00
Payment	\$3,725.00
Payment (from Escrow)	\$75.00



CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

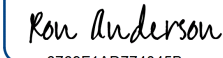
November 4, 2022

Doug Tippey
IT Director
Tomball Police Department
400 Fannin Street
Tomball, TX 77375

Dear Mr. Tippey:

This letter is in response to the Tomball Police Department's request for a sole source letter from our company. This letter is to confirm that CentralSquare Advanced Public Safety, CryWolf, and Public Safety Pro Suite are sole source products, manufactured, sold, serviced, and distributed exclusively by CentralSquare Technologies, LLC (CentralSquare). These products must be purchased directly by institutions from CentralSquare at the address listed above. There are no agents or dealers authorized to resell this product. CentralSquare Advanced Public Safety, CryWolf, and Public Safety Pro Suite are sold only as a direct transaction between CentralSquare and end Clients.

Sincerely,

DocuSigned by:

6769F1AD774045B
Ron A. Anderson
Acting Chief Revenue Officer
CentralSquare Technologies



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 18, 2024

Topic:

Approve an expenditure of greater than \$50,000 with Tyler Technologies, Inc. for software and implementation fees of a computer aided dispatch (CAD) system for a not-to-exceed amount of \$363,952, authorize the expenditure of funds therefore, and authorize the City Manager to execute the agreement. This expenditure is included in the FY 2024-2025 budget.

Background:

The City executed a contract with Tyler Technologies, Inc. through the Sourcwell purchasing cooperative (Contract No. 090320-TTI) in 2024 for the development and implementation of a computer-aided dispatch (CAD) system. In order to make the system selection, staff formed a committee consisting of police, fire, IT and court personnel who went to local agencies and observed demonstrations of other CAD systems offered by different companies in 2023. After rigorous review, the team recommended Tyler Technology because the system included a CAD system for both fire and police and interfaced with the City’s Court and ticket writing system.

The total not-to-exceed cost of \$363,952 includes the recurring software fee, and the remaining 50% of the cost of implementation of the new CAD system for the City of Tomball. -There will be recurring fees of \$227,284 annually that will be included in future budget request for on-going subscriptions, maintenance, and updates.

Department Budget	Equipment	Budgeted Amount FY 23-24	Actual Cost FY 23-24	Actual Cost FY 24-25	Actual Cost FY 25-26
IT	Police CAD System	\$500,000	\$460,627	\$363,952	\$227,284

Analysis of Costs by Fiscal Year

Item	FY 23-24	FY 24-25	FY 25-26
Recurring Software Fee	\$224,344	\$224,344	\$224,344
Third Party Hardware/ Software Cost	\$35,615		
Third Party Maintenance Fee		\$2,940	\$2,940
Implementation Services	\$136,668	\$136,668	
Estimated Travel Expenses	\$64,000		
Total Costs for Fiscal Year	\$460,627	\$363,952	\$227,284

Origination: Police Department

Recommendation:

Staff recommends approving an expenditure of greater than \$50,000 with Tyler Technologies, Inc. for software and implementation fees of a Computer Aided Dispatch (CAD) system for a not-to-exceed amount of \$363,952.

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

FUNDING (IF APPLICABLE)

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

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

Yes: No: _____

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

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



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 124317.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-tti>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure public safety software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Tomball, TX.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary, if any.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the last signature date set forth in the signature block.



- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees

commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 The data centers utilized under this Agreement have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time



Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.

- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 The data centers utilized under this Agreement are accessible only by authorized personnel with a unique key entry. All other visitors to such data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with



industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
8. **Background Checks.** For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
9. **Maintenance and Support.** For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure connectivity tool called BeyondTrust (formerly Bomgar), as well as GoToAssist by Citrix. You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and reasonable access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler



cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS

Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this

Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written

dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. **Cooperative Procurement.** To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. **Data & Insights Solution Terms.** Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. **Contract Documents.** This Agreement includes the following exhibits:

- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement
Schedule 1: Support Call Process |
| Exhibit D | Statement of Work |

SIGNATURE PAGE FOLLOWS



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Investment Summary is prepared in accordance with Sourcewell Contract #090320-tti

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Sales Quotation For:
Quote Number:

Tomball Police Department
2023-392810-D9S8N8

SOFTWARE PRODUCTS INCLUDED

Enterprise Public Safety

Computer Aided Dispatch

- Enterprise CAD Combined LE/Fire/EMS
- Unit Management
- Web CAD Monitor
- NG911 Interface (text to 911)
- CAD NCIC Interface
- CAD CFS (xml) Export Interface
- CAD AVL
- CAD Auto Routing
- Service Vehicle Rotation (Wrecker, Ambulance)
- E-911 Interface
- Encoder Interface
- CAD Paging Interface
- BOLOs
- Twitter Interface
- CAD Data Mart / Includes 2 users

Law Enforcement Records Management System

- Enterprise Law Enforcement Records
- NCIC Interface
- Content Manager
- Livescan Interface (LERMS)
- Alarms
- Crash
- Equipment and Inventory
- Bookings
- Use of Force
- Law Enforcement Records Management Data Mart / Includes 2 users
- Briefing Notes

Mobile

- Enterprise Law Enforcement Mobile Server Software
- Law Enforcement Mobile Site License
- Fire/EMS Mobile Site License
- Field Reporting Site License
- Enterprise Law Enforcement Field Mobile
- LE Dispatch/Messaging/State/NCIC
- Drivers License Mag Stripe Reader/Barcode Reader Interface
- Mugshot Image Download
- LE In-Car Mapping / AVL
- LE In-Car Routing
- Enterprise Fire Field Mobile
- Fire Dispatch/Messaging
- Fire In-Car Mapping / AVL

- Fire In-Car Routing
 - LE Field Reporting
 - LE Accident Reporting (requires Crash module in RMS)
 - Field Investigation Field Reporting
 - MCT Ticket Writer (requires Ticket Writer interface in RMS)
 - Stop Data Reporting (requires Stop Data in RMS)
- Other Software**
- Workstation License

ANNUAL/SAAS COSTS INCLUDED

- Enterprise Public Safety**
- Law Enforcement Records Management System**
- Public Safety Analytics (Performance Dashboard, Citizen Connect, Explorer, Analytics)
- Other Software**
- Public Safety SaaS Fee
- Hosting**
- Mobility Hosting Annual Fee
- Recurring Costs**
- Data Archive
- Subscription Fees**
- Link Analysis

SERVICES INCLUDED

- Other One-Time Services (Training, Go-Live Support, etc.)
- Implementation
- Conversions

THIRD PARTY PRODUCTS INCLUDED

- Enterprise Public Safety**
- Third Party**
- Lantronix UDS-1100
 - Digital Camera for Mug Shots
 - Bar Coding Scanner Kit w/Signature Pad
 - Redundant VPN Appliance Bundle
 - Geo-File Maintenance Software (ArcGIS for Desktop Standard) / per Workstation
 - Embedded Third Party Software

SUMMARY COSTS

	One-Time Fees	Recurring Fees
SaaS Fees	\$ 0.00	\$ 224,344.00
Professional Services	\$ 273,335.00	
Total Third-Party Hardware, Software, Services	\$ 35,615.00	\$ 2,940.00
Estimated Travel Expenses	\$ 64,000.00	
Total	\$ 372,950.00	\$ 227,284.00



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. **Professional Services.**
 - 2.1 The implementation and other professional services in the amount of \$273,335 as set forth in the Investment Summary shall be invoiced in four (4) equal payments as follows:
 - Payment 1: Invoiced on the Effective Date
 - Payment 2: Invoiced 6 months from the Effective Date
 - Payment 3: Invoiced 12 months from the Effective Date
 - Payment 4: Invoiced 18 months from the Effective Date

3. **Third Party Products.**
 - 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

 - 3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software, (excluding Esri and Embedded Third Party Software), is invoiced when we make it available to you for downloading.

 - 3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

 - 3.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. **Expenses.** The rates in the Investment Summary do include travel expenses. Expenses will be

billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the



current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high



speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will



work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.
** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to



assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Statement of Work

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Tomball Police Department

SOW from Tyler Technologies, Inc.

10/10/2023

Presented to:
Brandon Patin
400 Fannin St
Tomball, Texas 77375

Contact:
Eric Burrell
Email: Eric.Burrell@TylerTech.com
840 West Long Lake Rd., Troy, MI 48098

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Tomball (collectively the “Project”).

The overall goals of the project are to:

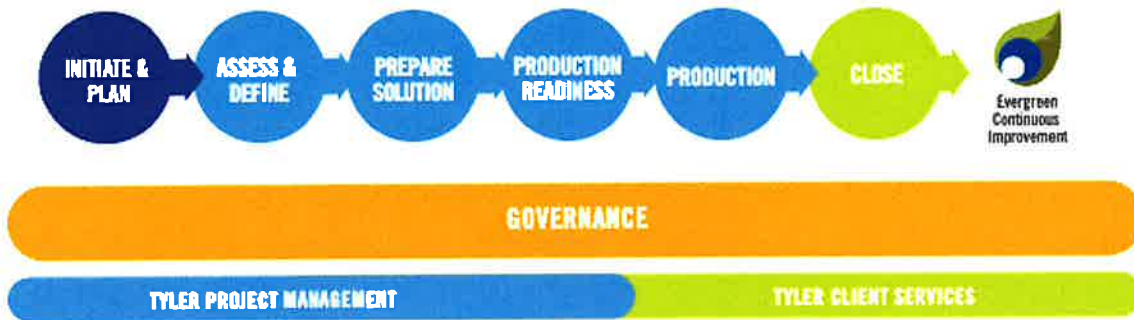
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the Tomball and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Tomball’s complexity and organizational needs.

Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Tomball and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Tomball and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Tomball's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

Part 2: Project Foundation

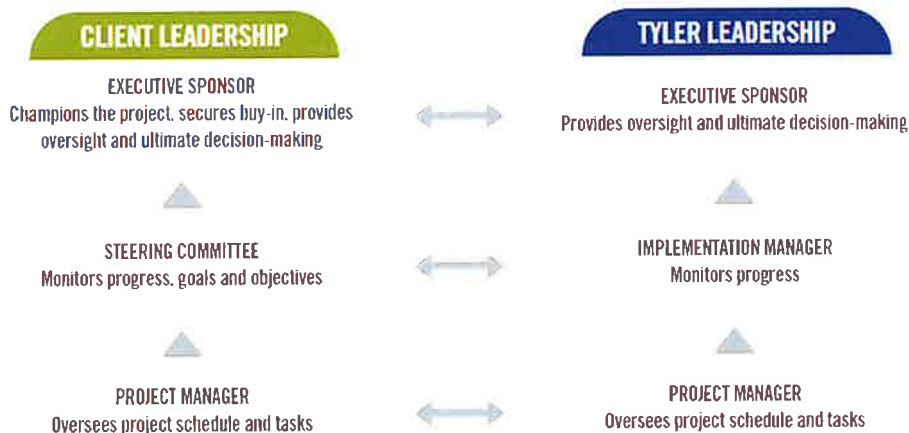
2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Tomball collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Tomball Steering Committee become the escalation points to triage responses prior to escalation to the Tomball and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Tomball and Tyler executive sponsors serve as the final escalation point.

Project Governance Relationships



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

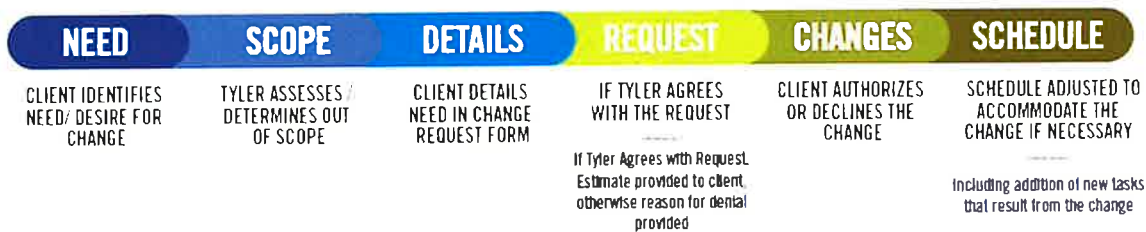
3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Tomball; for example, the Tomball may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Tomball, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Tomball will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Tomball). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Tomball office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Tomball will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Tomball feedback and approval on Project deliverables will be critical to the success of the Project. The Tomball project manager will strive to gain deliverable and decision approvals from all authorized Tomball representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Tomball department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Tomball shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Tomball does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Tomball does not agree the Deliverable or Control Point meets requirements, the Tomball shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Tomball shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Tomball does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Tomball and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Tomball, but are roles defined within the Project. It is common for individual resources on both the Tyler and Tomball project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Tomball 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Tomball 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Tomball management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Tomball, the Tyler Project Manager provides regular updates to the Tomball Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Tomball project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with the Tomball project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Tomball and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Tomball any items that may impact the outcomes of the Project.
- Collaborates with the Tomball 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Tomball 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Tomball and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Tomball through software validation process following configuration.
- Assists during Go-Live process and provides support until the Tomball transitions to Client Services.
- Facilitates training sessions and discussions with the Tomball and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.

- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the Tomball.
- Loads Tomball provided GIS data into the system.

5.2 Tomball Roles & Responsibilities

Tomball resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Tomball Executive Sponsor

The Tomball executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Tomball steering committee, project manager(s), and functional leads to make critical business decisions for the Tomball.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Tomball Steering Committee

The Tomball steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Tomball project manager and Project through participation in regular internal meetings. The Tomball steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Tomball steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Tomball Policies
 - Needs of other client projects

5.2.3 Tomball Project Manager

The Tomball shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Tomball Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Tomball project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Tomball project manager(s) are responsible for reporting to the Tomball steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Tomball project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Tomball and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Tomball staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Tomball resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.

- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Tomball technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Tomball Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Tomball project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Tomball resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Tomball Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Tomball business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.

- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Tomball staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Tomball End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Tomball Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Tomball third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Tomball's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Tomball GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Tomball GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 Tomball Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Tomball's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Tomball and Tyler resources.

- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Tomball Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Tomball.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Tomball with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Tomball gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Tomball's team. During this step, Tyler will work with the Tomball to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Tomball project team.

STAGE 1	Initial Coordination																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Tomball project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Tomball		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Tomball to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Tomball Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Tomball’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Tomball Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Tomball with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler							Tomball									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				

Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Tomball provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Tomball has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the Tomball to install License Software. The Tomball is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the Tomball’s infrastructure meets Tyler’s application requirements.
- Ensure the Tomball’s infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler							Tomball									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C

Schedule SaaS Environment Availability	A	R				C			I						
Schedule Installation of All Licensed Software	A	R				C			I						I
Infrastructure Audit	A	R				C			I						C

Inputs	Initial Infrastructure Requirements
--------	-------------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements
	Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Tomball Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Tomball team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler							Tomball									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other Tomball offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Tomball GIS data sources and formats.
- Tyler to understand the Tomball’s GIS needs and practices.
- Ensure the Tomball’s GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler							Tomball									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
--------	---------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.

- Tomball is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Tomball
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Tomball business processes. This information will be used to identify and define business processes utilized with Tyler software. The Tomball collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Tomball team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Tomball team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Tomball for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	Tomball

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	Provide pre-requisites			A	R						I	I			I		I
	Complete pre-requisites										A	R		C			C
	Conduct orientation			A	R						I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Tomball and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Tomball will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Tomball’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	Tomball

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	Current State process review			A	R	I	I	I			C	C	C	C			C
	Discuss future-state options			A	R	C	C	C			C	C	C	C			C
	Make future-state decisions (non-COTS)			C	C	C	C	C			A	R	I	C			C
	Document anticipated configuration options required to support future state			A	R	C	C	C			I	I	I	I			I

Inputs	Tomball current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Tomball attendees possess sufficient knowledge and authority to make future state decisions.
- The Tomball is responsible for any documentation of current state business processes.
- The Tomball can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							Tomball									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Tomball Source data
	Tomball Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Tomball Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Tomball representatives to identify business rules before writing the conversion.
- Tomball subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Tomball against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Tomball can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Tomball									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Tomball Devices (if applicable)			I				C				A						R
Tyler System Administration			A				R				I						C

Training (if applicable)																			
--------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Tomball Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Tomball will provide network access for Tyler modules, printers, and Internet access to all applicable Tomball and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Tomball to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Tomball collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the Tomball Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							Tomball									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			

Complete Tomball configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Tomball is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Tomball users on how to execute processes in the system to prepare them for the validation of the software. The Tomball collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Tomball understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C					A	R	C	I	C				

Test configuration			I	C							A	R		C			
Refine configuration (Tomball Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C							A	R		C			C
Update Tomball-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Tomball-specific process documentation (completed by Tomball)	

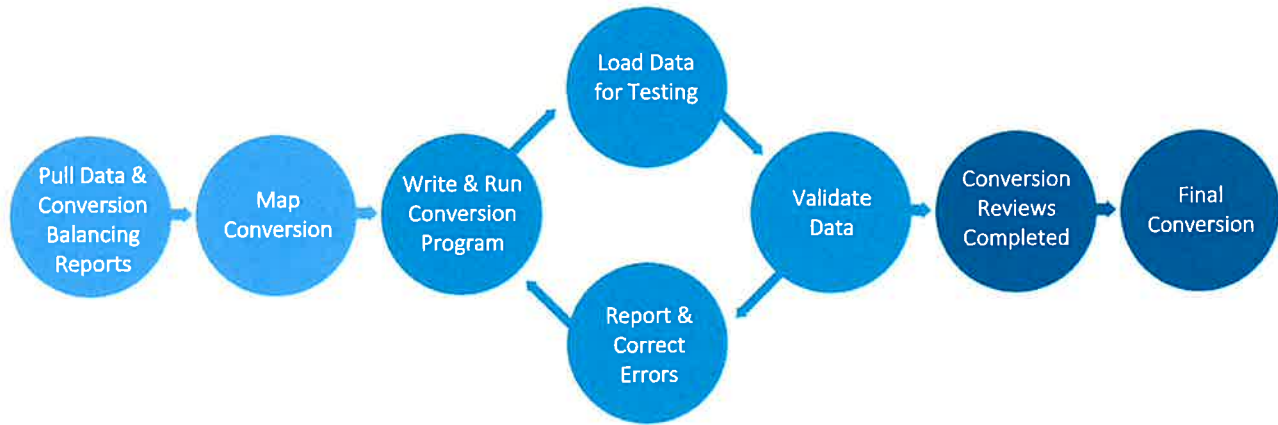
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Tomball’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Tomball will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Tomball to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Tomball will provide a single file layout per source system as identified in the investment summary.
- The Tomball subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Tomball project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Tomball team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Tomball to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Tomball verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Tomball organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																	
	Tyler								Tomball									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads	
	Update Solution Validation plan			A	R	C						C	C		C			
	Update test scripts (as applicable)			C	C	C						A	R		C			
	Perform testing			C	C	C						A	R		C			
	Document issues from testing			C	C	C						A	R		C			
	Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Tomball updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Tomball will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Tomball has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Tomball will jointly agree

to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Tomball

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Tomball users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Self-directed: Tyler provides e-learning, documentation, or videos to facilitate end user training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop Tomball specific business process documentation. Tomball-led training labs using Tomball specific business process documentation if created by the Tomball can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Tomball is prepared for on-going training and support of the application.

STAGE 4	End User Training																	
	Tyler								Tomball									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads	
	Update training plan		A	R	C							C		I		C		
	End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
	Train-the-trainer		A	R	C							C	C	I	C			
	End User training (Tomball-led)				C	C						A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
	End User Training Tomball signoff that training was delivered

Work package assumptions:

- The Tomball project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.

- Tyler will work with the Tomball as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Tomball departments.
- The Tomball will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Tomball will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Tomball to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Tomball and Tyler will complete work assigned to prepare for Go-Live.

The Tomball provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Tomball manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Tomball during Go-Live activities. The Tomball transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Tomball data available in Production environment.

STAGE 5	Go-Live																
	Tyler							Tomball									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C				A		R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Tomball confirms data is available in production environment

Work package assumptions:

- The Tomball will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Tomball business processes required for Go-Live are fully documented and tested.
- The Tomball Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Tomball Project Team and Power User’s provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Tomball onto the Tyler Client Services team, who provides the Tomball with assistance following Go-Live, officially transitioning the Tomball to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Tomball teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer Tomball to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	Tomball

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Tomball transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Tomball for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Tomball teams that activities within this phase are complete.

STAGE 6	Phase Close Out																	
	Tyler							Tomball										
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads	
	Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
	Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
	Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Tomball
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs
Contract
Statement of Work
Project artifacts

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Final action plan (for outstanding items)	
Reconciliation Report	
Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Tomball may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Tomball teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler							Tomball									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Tomball and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Tomball acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Tomball will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Tomball Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Tomball project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Tomball is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Tomball to make process changes.
- The Tomball is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Tomball is responsible for managing Organizational Change. Impacted Tomball resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Tomball resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Tomball resources will participate in scheduled activities as assigned in the Project Schedule.
- The Tomball team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Tomball will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Tomball will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Tomball makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Tomball will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Tomball will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Tomball is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Tomball representatives to identify business rules before writing the conversion. The Tomball must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Tomball will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Tomball Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Tomball is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The Tomball will provide dedicated space for Tyler staff to work with Tomball resources for both on-site and remote sessions. If Phases overlap, Tomball will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Tomball will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.

Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]
Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client’s physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only

	one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.
Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 Enterprise Public Safety Data Archive Appendix

Conversion assistance will be provided to help convert the data files specified in the Investment Summary. If additional files are identified after contract execution, estimates will be provided to the Tomball prior to Tyler beginning work on those newly identified files.

9.1.1 General

1. A Data Conversion Assessment to verify the scope of the conversion project will be conducted. A Data Conversion Plan will be generated based on this assessment. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. The Tomball may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by the Tomball prior to providing the data to Tyler.

9.1.2 Tyler Technologies Responsibilities

1. Tyler will create and provide the Tomball with a Data Conversion Plan for signoff prior to beginning development work on the data conversion. No conversion programming by Tyler will commence until this document is approved.
2. Tyler will provide the data conversion programs to load the Tomball data to the Tyler Data Archive for the specified files that contain 500 or more records.
3. As provided in the approved Data Conversion Plan, a schedule of on-site trips to the Tomball location in order to conduct the following:
 - a. Data Conversion Plan, and
 - b. Assistance for Testing and Training
 - c. * The Tomball will be responsible for travel expenses as set forth in the Payment Terms.
4. Tyler will provide the Tomball up to five (5) test iterations of converted data. One test iteration consists of:
 - a. Loading of data into the Data Archive
 - b. The Tomball reviews test and responds in writing to Tyler issues revealed during testing and confirmation of known issues resolved
 - c. Tyler corrects or otherwise respond to issues discovered and reported by the Tomball,
 - d. Tyler will conduct internal testing to verify corrections, and

- e. Both parties planning for the next test iteration and/or the live implementation
5. Tyler will provide warranty coverage for any conversion—procedure-related issue reported by the Tomball to Tyler within thirty (30) days after the conversion is run in the live database.

9.1.3 Tomball Responsibilities

3. The Tomball will extract data from the legacy system to submit to Tyler. Data will be submitted to Tyler in one or more of the following formats:
 - a. AS/400 files (SAV files),
 - b. Microsoft SQL Server database,
 - c. Microsoft Access database,
 - d. Microsoft Excel spreadsheet,
 - e. An ASCII—format delimited text file (including embedded column headings and text delimiters), or
 - f. An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

Data may be delivered using any common media or data-delivery format such as 1/4—inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

In the event that the Tomball requests data extraction assistance from Tyler, data extraction services shall be billed at then-current rates, according to the Agreement.

4. The Tomball will respond to each test iteration in writing, on a form provided by Tyler, either:
 - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
 - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to five (5) test iterations are provided as part of the Data Conversion Process. After the fifth (5th) test iteration, the Tomball shall pay our then-current flat fee for each additional test iteration. The Tomball will promptly review each test iteration once delivered. Prompt review by the Tomball will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

5. A data dictionary (data descriptors) containing all data elements must be provided to Tyler for each file submitted with the media.
6. As provided in the Data Conversion Plan, the Tomball will provide a dedicated resource in each application area to focus on conversion testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one-to-one ratio exists for the Tomball's commitment and Tyler's commitment. Understanding that thorough and timely testing of the converted data by the Tomball personnel is a key part of a successful data conversion.

The Tomball agrees to promptly review and signoff on both the Data Conversion Plan, and on the final conversions after appropriate review.

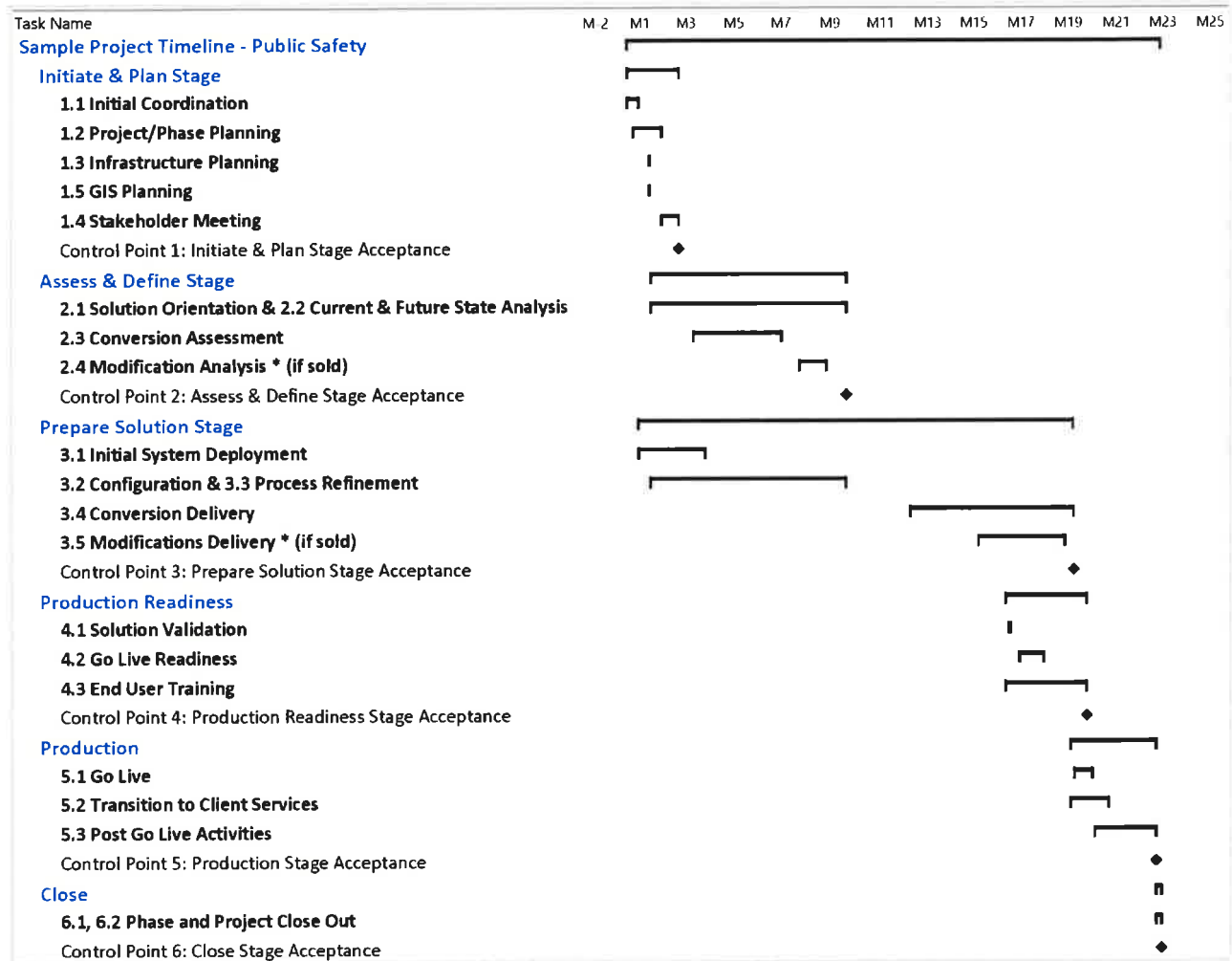
10. Additional Appendices

10.1 Intentionally left blank.

11. Project Timeline

11.1 Enterprise Public Safety Project Timeline

11.1.1 Conceptual Project Schedule



The dates or timing included in this sample are for illustrative purposes only. A more precise schedule and WBS with the appropriate tasks and schedule will be determined during the Initiate & Plan stage. The availability of Tomball resources to perform tasks, final determination of the overall task list, Tomball schedule constraints and the actual project start date must be determined.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Tomball, TX

By: _____

By: David Esquivel

Name: _____

Name: David Esquivel

Title: _____

Title: City Manager

Date: _____

Date: 11/21/23

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Tomball Police Department
400 Fannin St.
Tomball, TX 77375-4618
Attention: _____

With a copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 18, 2024

Topic:

Approve an expenditure of greater than \$50,000 with Harris County Radio Services for radio airtime, programming, and part services, for a not-to-exceed amount of \$116,000.00, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchases. The purchase is included in the FY 2024-2025 Budget.

Background:

The City of Tomball uses Harris County Radio Services for the City of Tomball radio systems. This includes the purchase of airtime, programming services, and part services for the Tomball Police Department, Tomball Fire Rescue, and the Public Works department. The City has used Harris County Radio Services since going digital 19 years ago. The estimated annual spend for each department is broken down in the table below and is based on the FY 2024 spend by department.

Item	Amount
Police Department	\$59,000.00
Fire Department	\$30,000.00
Public Works	\$27,000.00
Total	\$116,000.00

Per the City’s adopted Procurement Policy and Manual, cumulative annual expenditures with a single vendor in excess of \$50,000 must be approved by City Council.

Origination: Police Department, Fire Department, Public Works

Recommendation:

Staff recommends approving the expenditure of greater than \$50,000 with Harris County Radio Services for radio airtime, programming, and part services, for a not-to-exceed amount of \$116,000.00 as appropriated in the Fiscal Year 2024-2025 Budget.

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

FUNDING (IF APPLICABLE)

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

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

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

Staff Member

Date

City Manager

Date



HARRIS COUNTY, TEXAS

CENTRAL TECHNOLOGY

STEVEN W. JENNINGS
Executive Director

March 28, 2005

Ms. Doris Speer, City Secretary
City of Tomball
401 Market Street
Tomball, Texas 77375

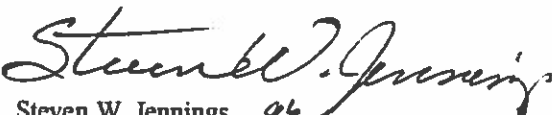
**REF: Agreement between Harris County and the City of Tomball for use of
Harris County's 800 Megahertz Radio System**

Dear Ms. Speer:

Attached please find a fully executed copy of the agreement related to the above referenced matter. Harris County has retained a copy for our records.

Should you have any questions or require any additional information, do not hesitate to contact Craig Bernard at 713-755-5998 or Rosie Flores at 713-755-1028.

Respectfully submitted,


Steven W. Jennings
Chief Information Officer

Attachments

rif

cc: Richard Grassi, City of Tomball
Craig Bernard, Division Chief, Regional Radio System
Annette Briggs, Division Chief, Financial & Administrative Services
City of Tomball - ILA File
Chron File

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of MAR 22 2005, 2005 with the following members present, to-wit:

Robert Eckels	County Judge
El Franco Lee	Commissioner, Precinct No. 1
Sylvia R. García	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
Jerry Eversole	Commissioner, Precinct No. 4

and the following members absent, to-wit: None, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT
FOR USE OF PUBLIC SAFETY RADIO SYSTEM BETWEEN HARRIS COUNTY
AND THE CITY OF TOMBALL**

Commissioner Lee introduced an order and made a motion that the same be adopted. Commissioner Eversole seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Eckels	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. García	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

Presented to Commissioner's Court

MAR 22 2005

APPROVE _____
Recorded Vol. _____ Page _____

RECITALS:

The County owns a public safety wireless data system and a trunked radio system that are licensed by the Federal Communications Commission, which permits radio communications and transmissions via radio units and mobile digital terminals; and

The City of Tomball desires to obtain access to the County's communications systems in order to communicate among various public safety units; and

The Commissioners Court of Harris County desires to approve the County's entering into an Interlocal Agreement with the City of Tomball to provide access to the County's Public Safety Radio System.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1. The recitals set forth in this order are true and correct.

Section 2. The County Judge or his designee is authorized to execute an agreement between Harris County and the City of Tomball for the use of Harris County's communications systems. This agreement is incorporated by reference and made a part of this Order for all intents and purposes as though fully set forth word for word.

**INTERLOCAL AGREEMENT
FOR USE OF PUBLIC SAFETY RADIO SYSTEM**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made pursuant to chapter 791 of the Texas Government Code and entered into by and between **Harris County, Texas** (the "County") acting by and through its governing body, the Harris County Commissioners Court, and **the City of Tomball** (the "User") acting by and through its governing body, the City of Tomball's City Council. .

RECITALS:

The County owns a public safety wireless data system and a trunked radio system that are licensed by the Federal Communications Commission (the "FCC"), which permits radio communications and transmissions via radio units and mobile digital terminals; and

The User desires to obtain access to the County's communications systems in order to communicate among various public safety units.

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

TERMS:

I.

For purposes of this Agreement, the following definitions apply:

- A. Mobile Digital Terminal:
Mobile stationary or portable digital communications units communicating among themselves at certain airwave frequencies;
- B. Primary Dispatch System:
A communications system upon which the User, its agents, employees or assigns rely primarily when it desires or attempts the engagement of radio communications or radio transmissions of energy among its Radio Units/Mobile Digital Terminals;

- C. Priority Access:
An assigned level of system access that determines the choice of access to the Radio System between two or more Radio Units/Mobile Digital Terminals seeking use simultaneously;
- D. SmartZone Regional Radio System:
Combination of multiple Trunked Radio System(s) in and about Harris County operating under a single centralized controller as a regional radio system and managed by Harris County Information Technology Center;
- E. Private Wireless Data System:
A Public Safety Wireless Data System that is owned by Harris County, Texas, and licensed by the FCC and that enables the engagement of radio communications or radio transmissions of energy via Mobile Digital Terminals in accordance with technical specifications;
- F. Commercial Wireless Data System:
A Wireless Data System that is owned by a wireless company and provides certain two-way wireless data communications services;
- G. Wireless Data System:
A combination of the Private Wireless Data System and one or more Commercial Wireless Data Systems, and provides wireless data services to Mobile Digital Terminals;
- H. Radio System:
The combination of the SmartZone Regional Radio System and the Wireless Data System;
- I. Radio Unit:
Mobile, stationary, or portable voice radio communications units communicating among themselves at certain air wave frequencies; and
- J. System Code Identification Number:
An identification number that allows Radio Units/Mobile Digital Terminals to gain access to the Radio System to enable the Radio Units/Mobile Digital Terminals to communicate among themselves at certain airwave frequencies, providing a Primary Dispatch System for a User's Radio Units/Mobile Digital Terminals.

II.

The County agrees that during the term of this Agreement, it will:

- A. Allow the User to have access to its Radio System to engage in radio communications among its Radio Units/Mobile Digital Terminals as a Primary Dispatch System;

- B. Provide the User with a Systems Code Identification Number for a maximum of six hundred (600) Radio Units/Mobile Digital Terminals combined;
- C. Upon being notified that one or more of the User's Radio Units/ Mobile Digital Terminals have been lost or stolen, attempt to disable the lost or stolen Radio Units/Mobile Digital Terminals; and
- D. Provide the same level of Priority Access to the Radio System for the User as that afforded the County.

III.

During the term of this Agreement, the User agrees to:

- A. Affirm that the County assumes no cost or responsibility for providing the Radio Units/Mobile Digital Terminals that will have access to the County's Radio System except as provided in Section IV;
- B. Give the County at least ten (10) days prior written notice of its intent to increase, decrease, or otherwise change the number of Radio Units/Mobile Digital Terminals that have access to the County's Radio System. However, notwithstanding the previous sentence, in no event may the User increase the number of Radio Units/Mobile Digital Terminals above the maximum number of units set forth in Paragraph II (B);
- C. Notify the County that one or more of its Radio Units Mobile Digital Terminals have been lost or stolen within twenty-four (24) hours of determining that the Radio Units/Mobile Digital Terminals have been lost or stolen;
- D. Use the System Code Identification Number described in this Agreement to access the County's radio system as a Primary Dispatch System; and
- E. Observe and abide by all applicable statutes, laws, rules and regulations, including, but not limited to, those of the FCC. In addition, the User agrees to observe and abide by any applicable administrative rules promulgated by the County from and after the date such rules become effective and have been delivered to User. Further, the User acknowledges that, should any of these statutes, rules, regulations or administrative rules change during the term of this Agreement and if the change necessitates a modification of the Agreement, the modification may be effectuated by the County without incurring any liability for this modification. Should the County notify the User of any such change, the User shall have thirty (30) days to review and agree to any proposed changes made to this Agreement. If assent to the change is not given, this Agreement terminates.

IV.

To the extent the County owns Radio Units/Mobile Digital Terminals that are not needed by the County for its own use or the use of parties contracting with the County, the User may elect to use County Radio Units/Mobile Digital Terminals and in such event, the County agrees to provide the User with the equipment and/or services related to the equipment at the unit rate indicated in the Fee Schedule, which is attached as Exhibit "A" and incorporated herein.

If the User leases the Radio Units/Mobile Digital Terminals from the County, the County will not charge the User the monthly access fee.

In the case of a malfunctioning radio, the User agrees to present the malfunctioning unit for maintenance at the County's Information Technology Center. During the period it takes to perform the maintenance, the County agrees to provide the User with a functioning radio to replace the one being maintained. Should it be revealed that the malfunctioning of the radio was caused by abuse or other actions that are outside the scope of normal, reasonable use of the radio, the User is responsible to the County for any and all costs, including repairs and/or replacement that is required.

Upon termination of this Agreement, the User agrees to return promptly all the leased equipment to the County.

V.

In the event the User does not use County Radio Units/Mobile Digital Terminals and uses Radio Units/Mobile Digital Terminals obtained from any other source to access the County's Radio system, the User expressly understands and agrees to pay the County for access to the Radio System at a rate specified in the Fee Schedule attached hereto and incorporated herein. The User expressly agrees to prepay said yearly charges in full at the beginning of each term of this Agreement, based upon the number of the Radio Units/Mobile Digital Terminals then in service. Should the User change the number of Radio Units/Mobile Digital Terminals in service during the term of this Agreement, the following provisions apply:

- A. In the event the number of Radio Units/Mobile Digital Terminals in service increases during a term of this Agreement, the charge for each additional Radio Unit is based upon the remaining fractional part of the current one-year term of this Agreement. The User agrees to prepay the County the entire amount owed for additional Radio Units/Mobile Digital Terminals for the time remaining in the then current term at least ten (10) days before the User obtains access to the Radio System with the additional Radio Units/Mobile Digital Terminals.
- B. In the event the number of Radio Units/Mobile Digital Terminals in service decreases during the term of this Agreement, the County agrees to either allow a credit or make a refund to the User of a fractional part of the one-year term remaining under this Agreement. The County agrees to effectuate said credit/refund within thirty (30) days of the date the User gives the County written notice of its decrease in the number of Radio Units/Mobile Digital Terminals it has in service.

VI.

When the User does not use County Radio Units/Mobile Digital Terminals supplied pursuant to this Agreement and, instead uses Radio Units/Mobile Digital Terminals obtained from any other source to access the County's Radio System as provided in this Agreement, the User expressly understands and agrees to pay the County for the programming of the User's radios for use on the Radio System at a rate specified in the Fee Schedule, attached hereto and incorporated herein, upon initial access to the Radio System. Should the User's Radio Units/Mobile Digital Terminals require maintenance that destroys the original programming referred to above, after such maintenance each radio will be reprogrammed to the standard configuration at the rate specified in the attached Fee Schedule. In any instance in which the County performs Radio Unit programming services, the User agrees to pay the County the entire amount owed for the programming of Radio Units/Mobile Digital Terminals within thirty (30) days of the invoice date of such services.

VII.

If the User desires to gain access to the County's Radio System for use of Mobile Digital Terminals, then the User expressly understands and agrees to pay the County a one-time agency setup fee as specified in the Fee Schedule attached hereto and incorporated herein. In addition, if the User desires data network connection back to a specified location, the User agrees to pay all associated fees for setting up and maintaining this connection as specified in Fee Schedule attached hereto and incorporated herein.

VIII.

To the extent resources are available and solely at its discretion, County may provide radio equipment installation and radio services upon request of the User. If these services are provided, the User agrees to pay the County on a Time and Material basis at the rate specified in the Fee Schedule attached hereto and incorporated herein. The County agrees to invoice the User after the services are rendered, and the User agrees to pay invoices within thirty (30) days of the invoice date. Solely at the discretion of the County, the User may purchase certain additional parts and accessories from the County at a price set by the County. The County agrees to invoice the User after the parts and/or accessories are supplied to the User. The User agrees to pay the invoice within thirty (30) days of the invoice's date.

It is expressly understood that the County neither warrants nor assumes any responsibility for installation or use of equipment or for the reliability or adequacy of services provided hereunder. Further, by requesting that the County provide these services, the User assumes the total risk of any loss associated with the installation of the radio equipment; any loss resulting from the use of the radio equipment so installed; and any loss resulting from the use of radio equipment to which other radio services have been provided by the County.

IX.

To the extent resources are available and solely at its discretion, the County may provide radio equipment maintenance upon request of the User at a rate specified in the attached Fee Schedule. The County agrees to cover radio equipment under maintenance until such time that the County determines the radio equipment is beyond repair, or until repair parts can no longer be obtained. Maintenance of radios may be canceled by either party upon 30 days written notice to the other party. The User agrees to contact the County's Regional Radio Center before ordering services to obtain a current list of items covered and excluded by the maintenance fee. The User understands that the County may change this list without notice.

X.

It is expressly understood and agreed that the County may increase the fees provided in this Agreement by giving the User written notice of its intention to increase fees at least ninety days (90) before the effective date of the proposed increase. Should such increase become effective during a term of this Agreement, the increase will be prorated based upon the number of months remaining in the then current term of this Agreement. In the event of such mid-term fee increase, the User agrees to pay the total, prorated fee increase on or before thirty (30) days after the effective date of the fee increase. The User agrees to pay the County the entire amount owed from the fee increase within thirty (30) days of receiving notice. Notice may be in the form of an invoice.

XI.

The term of this Agreement is one (1) year and shall commence on the date this Agreement is executed by the User. Thereafter, this Agreement will automatically renew for successive one-year terms unless it is terminated by either party by giving the other party prior written notice of its intention to terminate not less than sixty (60) days prior to the expiration of the term of this Agreement. Notwithstanding the preceding, this Agreement terminates:

- A. Immediately if all or substantially all of the authorization held by the County or the User is revoked by the FCC or its successor agency; or
- B. Upon either party giving the other party thirty (30) days prior written notice of its intent to terminate. Should the User terminate this Agreement as provided in this paragraph, the User agrees that payment in full of all obligations owed to the County by the User is a condition precedent to termination. Should either party terminate the Agreement, the User is entitled to a refund of the pro rata share of any prepayment.

XII.

If the User fails to make any payment of any sum due under this Agreement and such failure continues for forty-five (45) days after the County has given the User written notice of such failure, then the User is in default under this Agreement. In the event of the User's default, the County has the right to terminate the Agreement, deny the User any service provided by the County under this Agreement, and retain all moneys paid to the County pursuant to the terms and conditions of this Agreement as liquidated damages. Each and every right and remedy of the County and User are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

XIII.

Should the County fail to perform as provided under the terms of this Agreement, the User's sole remedy is termination of this Agreement, and the County agrees to make a refund to the User of the portion of the pre-paid fee based upon that fractional part of the one-year term remaining under this Agreement.

XIV.

It is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be adverse transmission condition such as short-term unpredictable meteorological effects and sky-wave interference from distant stations that can interrupt the Radio System. Likewise, there are other causes beyond reasonable control of the County, including, but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the User's expense. Any surveys, studies, research, or other measures taken to ensure the adequacy of coverage provided to the User under this Agreement are the sole responsibility and expense of the User.

XV.

All notices and communications permitted or required under this Agreement are to be mailed by United States Postal Service, certified mail, return-receipt requested, to the following addresses:

FOR THE COUNTY: All notices and communications must be mailed as follows:

Original to: 1. Harris County Information Technology Center
406 Caroline, 4th Floor
Houston, TX 77002-2027

and

Copy to: 2. Commissioners Court of Harris County
Harris County Administration Building
1001 Preston, 9th Floor
Houston TX 77002-1891
Attention: Clerk of Commissioners Court

FOR THE USER:

Original to: 400 Fannin
Tomball, Texas 77375

These addresses may be changed upon giving prior written notice to the other party. All mailed notices and communications are deemed given and complete upon depositing them in the United States Mail.

XVI.

Neither party hereto shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other party. This Agreement shall bind and benefit the County and the User and shall not bestow any rights upon any third party.

XVII.

This Agreement is governed by and construed according to the laws of the State of Texas. Exclusive venue of any action or claim arising out of this Agreement is Harris County, Texas. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon the default or failure by an appropriate remedy, shall not be considered a waiver of strict compliance with any other obligation hereunder, and shall not be considered a waiver of the exercise of any rights or remedies occurring as a result of any future development or failure of performance.

XVIII.

The User will pay its obligations hereunder from available current revenues.

XIX.


This instrument contains the entire Agreement between the parties relating to the rights granted and the obligation assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both parties except for those modifications effectuated pursuant to the provisions of Paragraph III (E).

This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each governmental entity, as evidenced by the signature of the appropriate authority.

APPROVED AS TO FORM:

MIKE STAFFORD
County Attorney

HARRIS COUNTY, TEXAS

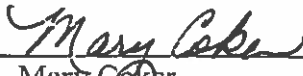
By: 
RICHARD F. VACHRIS
Assistant County Attorney

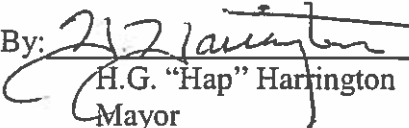
By: 
ROBERT ECKELS
County Judge

Date Signed: MAR 22 2005

ATTEST:

CITY OF TOMBALL

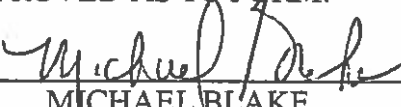
By: 
Mary Coker
Assistant City Manager

By: 
H.G. "Hap" Harrington
Mayor

Print Name: H. G. Harrington

Date Signed: March 9, 2005

APPROVED AS TO FORM:

By: 
MICHAEL BLAKE
Police Chief

**Harris County Information Technology Center
Regional Radio Center**

Exhibit "A"

Fee Schedule

Lease Fees, Monthly, Per Unit - ILA Section IV

<u>Radio Unit (Voice)</u>		
Portable	Low Tier	\$ 43.00
	High Tier	\$ 61.47
Mobile	Low Tier	\$ 45.75
	High Tier	\$ 47.63
Maintenance		\$ 8.25
<u>Mobile Digital Terminal</u>		
RF Modem		\$ 63.89
Workstation		\$ 155.56
Maintenance		\$ 16.50

System Access Fees, Monthly, Per Unit - ILA Section V

Radio Unit (Voice)	\$ 7.50
Mobile Digital Terminal	\$ 7.50

Programming Fees, Per Unit - ILA Section VI

<u>Radio Unit (Voice)</u>	
Portable	\$ 8.75
Mobile	\$ 8.75
<u>Mobile Digital Terminal</u>	
Radio Modem	\$ 8.75
Load Mobile Client Software	\$ 8.75
Load NetMotion Mobility Client Software	\$ 8.75
<i>NetMotion Mobility Client software applies to Commercial Wireless Data Systems only</i>	

Wireless Data System Fees - ILA Section VII

One Time Setup Fee	\$ 175.00
DS3 Port Charge (one-time, per line)	\$ 180.00
Router Port Charge (one-time, per line)	\$ 850.00
T-1 Line Cost, Monthly, Per Line	\$ 190.00
<i>T-1 Line cost set by SBC line cost, subject to change</i>	

Service Fees - ILA Section VIII

Hourly Labor Rate	\$ 35.00
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Maintenance Fees, Monthly, Per Unit - ILA Section IX

Radio Unit (Voice)	\$ 8.25
RF Modem	\$ 16.50
Workstation	\$ 16.50



The Office of Vince Ryan
County Attorney

January 14, 2011

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

CITY OF TOMBALL - Police Dept
Richard Hauck, Police Chief
400 Fannin
Tomball, Texas 77375-3327

Re: *Notice to Increase Harris County Radio Fees*

Dear Chief Hauck:

Pursuant to the Order of the Commissioners Court of Harris County, Texas, adopted on November 23, 2010, notice is hereby given, for and on behalf of Harris County that the radio fees have been increased as summarized below:

	Fee Basis	Current Fee	New Fee
Service Fees - Hourly Labor Rate	Actual billable hours	\$35.00	\$72.00
System Access (where fees are applicable):			
Radio Unit (Voice)	Monthly per unit	\$7.50	\$12.75
Mobile Digital Terminal	Monthly per unit	\$7.50	\$12.75

In addition to updating existing fees, the following new fees are added:

- a) Template programming. This is an hourly fee (\$72/hr) for creating or updating radio programming templates.
- b) A 5% administrative fee for pass-through costs that are handled by county staff (excluding equipment purchases).
- c) A 15% administrative fee for parts, materials and equipment purchased through Harris County.

The new hourly labor rate, programming fees and five percent (5%) and fifteen percent (15%) administrative fees will be implemented ninety (90) days after the date of this letter. The system access fee increases will be applied on the date of your agency's contract renewal, beginning with renewals on June 1, 2011. Fee increases are applicable except where specifically excluded within an agency's contract. Should you have any questions please contact David Dodson at 713.755.4842 or Rosie Flores at 713.755.1028.

Respectfully submitted,

VINCE RYAN
County Attorney

By *Michelle M. Fraga*
MICHELLE M. FRAGA
Assistant County Attorney

td:MMF



HARRIS COUNTY, TEXAS

Central Technology Services

Information Technology Center • Public Safety Technology Services • Fleet Services

Bruce High
Executive Director & CIO

November 12, 2015

Billy Tidwell, Chief of Police
City of Tomball
400 Fannin
Tomball, Texas 77375

REF: Notice of Rate Increase for the Use of Harris County's Public Safety Radio System

Dear Billy Tidwell,

Pursuant to the Order of Commissioners Court of Harris County, Texas, adopted on February 24, 2015, notice is hereby given, for and on behalf of Harris County and Harris County Central Technology Services ("CTS") that the County and CTS will increase Radio Shop monthly radio subscriber/system access fees from \$12.75 to \$39.

This letter serves as notice of Harris County's intent to increase monthly radio subscriber/system access fees effective March 1, 2016 as specified in Article VIII of our interlocal agreement. Fee increases are applicable except where specifically excluded within an agency's contract.

VIII.

It is expressly understood and agreed that the County may increase the fees provided in this Agreement by giving the User written notice of its intention to increase fees at least ninety days (90) before the effective date of the proposed increase. Should such increase become effective during a term of this Agreement, the increase will be prorated based upon the number of months remaining in the then current term of this Agreement. In the event of such mid-term fee increase, the User agrees to pay the total, prorated fee increase on or before thirty (30) days after the effective date of the fee increase. The User agrees to pay the County the entire amount owed from the fee increase within thirty (30) days of receiving notice. Notice may be in the form of an invoice.

Should you have any questions or require any additional information, please do not hesitate to contact me at 713-274-8804 or Rosie Flores at 713-274-8840.

Respectfully submitted,

Robert Howard, Senior Manager
Radio Services

RH/rif

cc: Shing Lin, Director, Enterprise Public Safety Technology Services
Craig Bernard, Senior Manager, Radio Services
Ron Foster, Auditor's Office
City of Tomball – ILA File
Chron File

Radio System Maintenance Fee Schedule "Exhibit A"

	<u>Fees Basis</u>	<u>Fee</u>
Service Fees – Hourly Labor Rate	Actual billable hours	\$72.00
Professional Services – Hourly Labor Rate	Actual billable hours	\$100.00
Flat rate service agreement quoted upon request.		
System Access		
Primary user (Voice)	Monthly per unit	\$39.00
Non-Primary user (Voice)	Monthly per unit	\$15.00
Mobile Digital Terminal	Monthly per unit	\$12.75
Wave	Monthly per unit	\$15.00
Operational Patch	Monthly per minute	\$8.00
Radio Management	Yearly per unit	\$15.00
Applications		
Response	Monthly per user	\$8.00
Maxtra	Monthly per user	\$8.00
Activate	Monthly per user	\$5.00
Bundle Application Package (Response, Maxtra & Activate)	Monthly per user	\$15.00
Programming		
Radio Unit (Voice)		
Portable	One time based on 0.5 hours	\$36.00
Mobile	One-time based on 0.5 hours	\$36.00
Template Creation		
Template Update	Update Existing Template	\$72.00
Template 03 (Three Zone Max)	One To Three Zones Plus Interop & QC	\$216.00
Template 10 (Four to Ten Zones)	Four To Ten Zones Plus Interop & QC	\$360.00
Template 11+ (Eleven or More Zones)	Eleven or More Zones Plus Interop & QC	\$576.00
Vender Support Maintenance Fees		
Genesis		
Genesis CMAF	Yearly per connection	\$6,164.67
Dispatch Wireline Console		
Technical Support	Annual per Dispatch Center	\$800.32
Infrastructure Repair via Harris County Depot	Annual per Operator Position	\$272.47
Infrastructure Repair via Harris County Depot	Annual per Dispatch	\$741.99
Infrastructure Repair via Harris County Depot	Annual per AIS	\$272.47
Pre-Tested SUS	Annual per Dispatch Center	\$2,753.80
Port Connect Fee (Master Site)	Annual per Dispatch Center	\$2,618.31
Zone, Subscriber, Backhaul Technical Resource and System Administration (Does not include on-site 3 rd party cost.)	Annual per Dispatch Center	\$2,565.00
RF Infrastructure		
Technical Support	Annual per Prime Site	\$8248.23
Technical Support	Annual per Site	\$400.98
Infrastructure Repair via Harris County Depot	Annual per Repeater	\$245.25
Infrastructure Repair via Harris County Depot	Annual per Prime Site	\$2,240.38
Infrastructure Repair via Harris County Depot	Annual per Site	\$741.99
Port Connect Fee (Master Site)	Annual per Site	\$2,618.31
Zone, Subscriber, Backhaul Technical Resource and System Administration (Does not include on-site 3 rd party cost.)	Annual per Site	\$2,565.00

1/31/2023

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 18, 2024

Topic:

Approve the rollover of outstanding Fiscal Year 2023–2024 purchase orders to Fiscal Year 2024–2025.

Background:

The City’s Fiscal Year 2023-2024 ended on September 30, 2024. At that time, there were contracts, purchases of goods and services, and capital projects that were appropriated in Fiscal Year 2023-2024, but the actual expenditures will be incurred in Fiscal Year 2024-2025. This is primarily due to supply chain issues and contracts that overlap with fiscal years.

General Fund	\$1,110,472.08
Enterprise Fund	\$1,209,233.53
Capital Projects Fund	\$8,832,670.07
Fleet Replacement Fund	\$ 333,409.87
ARP	\$ 61,750.00
<u>HOT</u>	<u>\$ 8,250.00</u>
 <u>TOTAL</u>	 <u>\$11,555,785.55</u>

Since the expenditures were initially included in the Fiscal Year 2023-2024 Budget, but not recognized as expenditures incurred, actual expenditures will be less than budgeted for Fiscal Year 2023-2024. The expenditures will be recognized in Fiscal Year 2024-2025 and will be included in the projections.

Origination: Finance

Recommendation:

Approve the rollover of outstanding Fiscal Year 2023-2024 purchase orders to Fiscal Year 2024-2025.

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

FUNDING (IF APPLICABLE)

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

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

Signed Bragg Farmer 11.11.2024 Approved by _____
 Staff Member Date City Manager Date

City of Tomball
FY 2023-2024 Purchase Order Rollover

Vendor	Purchase Order Number	Purchase Order Date	Description	Total Purchase Order Amount	Amount Invoiced		Ongoing	Notes	Fund
					Through Sept. 30, 2024	Outstanding			
ARDURRA GROUP, INC.	24-0289	02/26/2024	Alley Improvement Project Acct Project #224	\$ 45,583.90	\$ 8,012.33	\$ 37,571.57	On-going project	Capital Projects - Streets	
ARDURRA GROUP, INC.	24-0290	02/26/2024	ENGINEERING FOR JERRY MATHESON PARK REBUILD	\$ 27,507.07	\$ 3,086.79	\$ 24,420.28	On-going project	Capital Projects - Parks	
ATKINS NORTH AMERICA INC	24-0151	11/29/2023	SWPPP Monitoring for 2024 (not the fiscal year)	\$ 49,928.00	\$ 46,222.24	\$ 3,705.76	Contract expires December 31, 2024	GF - Streets, Sanitation / EF - Sewer	
B & C CONSTRUCTORS, LP	24-0164	12/07/2023	701 Malone St, Facility Project Proposal	\$ 243,446.69	\$ 136,656.78	\$ 106,789.91	Pending project completion	Capital Projects - Police	
B & C CONSTRUCTORS, LP	24-0193	01/02/2024	Remodel at 501 James st admin building	\$ 98,628.68	\$ 88,765.81	\$ 9,862.87	On-going project	General Fund - Facilities Maintenance	
B & C CONSTRUCTORS, LP	24-0424	06/03/2024	400 Fannin St. HVAC replacement	\$ 115,227.26	\$ 57,613.63	\$ 57,613.63	On-going project	General Fund - Facilities Maintenance	
B & C CONSTRUCTORS, LP	24-0430	06/06/2024	SOUTHMORE STREET DRAINAGE IMPROVEMENTS	\$ 97,625.95	\$ 48,812.98	\$ 48,812.97	Project to be completed in November	Capital Projects - Streets	
CALDWELL COUNTRY CHEVROLET II LLC	24-0119	11/09/2023	2024 CHEVROLET G500 SILVERADO 4X2	\$ 101,775.00	\$ -	\$ 101,775.00	Pending delivery - truck is being upfitted	General Fund Fleet Replacement	
CALDWELL COUNTRY CHEVROLET II LLC	24-0121	11/09/2023	2024 CHEVROLET 5500 SILVERADO 4X2 CREW CAB	\$ 178,510.00	\$ -	\$ 178,510.00	Pending delivery - truck is being upfitted	Utility Fund Fleet Replacement	
CIVIL SYSTEMS ENGINEERING, INC.	23-0323-R1	10/01/2023	DRAINAGE MASTER PLAN	\$ 611,080.00	\$ 457,100.00	\$ 153,980.00	On-going project	General Fund - Streets	
CIVIL SYSTEMS ENGINEERING, INC.	24-0328	03/25/2024	MATHESON PARK IMPROVEMENTS ON CALL SUPPORT	\$ 10,000.00	\$ 2,850.29	\$ 7,149.71	On-going project	Capital Projects - Parks	
DANA SAFETY SUPPLY INC	24-0483	08/05/2024	Ballistic Windshields 24-189 - 24-193& 196	\$ 20,100.00	\$ -	\$ 20,100.00	Pending installation	General Fund - Police Department	
DANA SAFETY SUPPLY INC	24-0488	08/11/2024	Ballistic Windshields 24-194,24-195,23-170,23-178	\$ 13,400.00	\$ -	\$ 13,400.00	Pending installation	General Fund - PD & Fleet Replacement	
DELTA FIRE & SAFETY INC	24-0425	06/03/2024	Equipment for Shop 23-171	\$ 17,822.50	\$ -	\$ 17,822.50	Pending delivery of truck	General Fund Fleet Replacement	
DENNIS LANGE	24-0308	03/06/2024	Stage Production for 2024 festivals/events	\$ 8,000.00	\$ 6,000.00	\$ 2,000.00	Contract expires December, 2024	Marketing	
ENGINEERED UTILITY SOLUTIONS, INC.	24-0263	02/14/2024	GAS MASTER PLAN PHASE 2	\$ 327,750.00	\$ 163,875.00	\$ 163,875.00	On-going project	Enterprise Fund - Gas	
EQUIPMENT CONTROLS COMPANY INC	24-0426	06/04/2024	GAS METERS AND TRANSMITTERS	\$ 622,000.00	\$ 330,590.28	\$ 291,409.72	Pending delivery (18 months)	Enterprise Fund - Gas	
EQUIPMENT CONTROLS COMPANY INC	24-0355	04/18/2024	Sonix 2000 pulse board	\$ 4,268.50	\$ -	\$ 4,268.50	Pending delivery	Enterprise Fund - Gas	
EVOLVE HOLDINGS, INC	24-0396	05/14/2024	Preventative maintenance for generators	\$ 26,650.00	\$ 15,653.30	\$ 10,996.70	Contract expires 4.30.2025	GF - Facilities Maintenance / EF-Water & Sewer	
FREESE AND NICHOLS INC	0019386	05/10/2022	GRAND PARKWAY ELEVATED STORAGE TANK DESIGN	\$ 499,000.00	\$ 464,257.99	\$ 34,742.01	On-going project construction to be completed in October	Capital Projects - Water & Water Recovery	
FREESE AND NICHOLS INC	23-0104-R1	10/01/2023	ENGINEERING FOR EAST WATER PLANT	\$ 2,373,786.32	\$ 615,790.81	\$ 1,757,995.51	On-going project	Capital Projects - Water	
FREESE AND NICHOLS INC	23-0110-R1	10/01/2023	ENGINEERING FM 2920 LIFT STATION IMPROVEMENTS	\$ 2,032,413.68	\$ 599,318.70	\$ 1,433,094.98	On-going project	Capital Projects - Sewer	
FREESE AND NICHOLS INC	23-0419-R1	10/01/2023	COMP. & MTFP UPPDATE & UNIFIED DEV CODE CREATION	\$ 410,567.04	\$ 297,892.39	\$ 112,674.65	On-going project	General Fund - Engineering	
FREESE AND NICHOLS INC	24-0183	12/21/2023	FINAL DESIGN & BID PHASE FOR SOUTH WWTP	\$ 4,933,000.00	\$ 2,246,417.58	\$ 2,686,582.42	On-going project	Capital Projects - Sewer	
FREESE AND NICHOLS INC	24-0228	01/29/2024	BAKER DRIVE WATER PLANT	\$ 1,849,087.00	\$ 911,565.31	\$ 937,521.69	On-going project	Capital Projects - Water	
FREESE AND NICHOLS INC	24-0439	06/13/2024	NORTH STAR ESTATES DRAINAGE IMPROVEMENTS	\$ 59,193.00	\$ 41,602.58	\$ 17,590.42	On-going project	Capital Projects - Streets	
GENERAL TRUCK BODY MFG CO OF TEXAS	24-0385	05/10/2024	UPFIT FOR UNITS 24-214 & 24-215	\$ 7,478.00	\$ -	\$ 7,478.00	Pending delivery of truck	Utility Fund Fleet Replacement	
GFL OF TEXAS, LP	24-0322	03/22/2024	SLUDGE HAULING & DISPOSAL	\$ 140,000.00	\$ 99,557.14	\$ 40,442.86	Contract expires February 5, 2025	Enterprise Fund - Sewer	
HAHN EQUIPMENT CO., INC.	24-0495	08/23/2024	Pump repair at 2920 Lift Station	\$ 11,731.42	\$ -	\$ 11,731.42	Repairs to be completed waiting on parts	Enterprise Fund - Sewer	
HASSELL CONSTRUCTION GROUP, LLC	23-0322-R1	10/01/2023	ALLEY IMPROVEMENT PROJECT CONSTRUCTION	\$ 1,586,683.22	\$ 1,033,233.86	\$ 553,449.36	On-going project	General Fund - Streets	
IDEMIA IDENTITY & SECURITY USA LLC	23-0068-R1	10/01/2023	Upgrade to existing hardware for CSI Finger Prints	\$ 3,925.00	\$ -	\$ 3,925.00	Pending installation	General Fund - Police Department	
IDEMIA IDENTITY & SECURITY USA LLC	24-0135	11/21/2023	Idemia Live Scan	\$ 19,674.00	\$ -	\$ 19,674.00	Pending installation	General Fund - Police Department	
KIMLEY-HORN AND ASSOCIATES INC	23-0301-R1	10/01/2023	DESIGN OF STEEL GAS MAIN REPLACEMENT S. CHERRY ST	\$ 32,530.50	\$ -	\$ 32,530.50	On-going project	Enterprise Fund - Gas	
KVST-FM	24-0279	02/22/2024	2024 Advertising on KSTAR/KVST	\$ 18,000.00	\$ 11,550.00	\$ 6,450.00	Contract expires December 7, 2024	General Fund - Mayor & Council /HOT Fund	
LAKE MANAGEMENT SERVICES, LP	24-0177	12/19/2023	Monthly Lake Management at Theis	\$ 2,700.00	\$ 2,175.44	\$ 524.56	Contract expires December 31, 2024	General Fund - Parks	
LAKE MANAGEMENT SERVICES, LP	24-0178	12/19/2023	Monthly Lake Management Broussard Park	\$ 2,700.00	\$ 2,304.78	\$ 395.22	Contract expires December 31, 2024	General Fund - Parks	
LANDMARK STRUCTURES I, LP	23-0271	04/26/2023	GRAND PARKWAY EST CONSTRUCTION	\$ 5,178,000.00	\$ 4,618,868.00	\$ 559,132.00	On-going project construction to be completed in October	Capital Projects - Water Recovery	
LONE STAR RECREATION OF TEXAS, LLC	24-0149	11/29/2023	PURCHASE & INSTALLATION OF INCLUSIVE PLAYGROUND	\$ 815,731.78	\$ 633,947.50	\$ 185,435.28	On-going project	Capital Projects - Parks	
MOTOROLA SOLUTIONS INC	24-0421	05/31/2024	UNIT 24-220 APX8500 Radio/Components	\$ 9,202.58	\$ -	\$ 9,202.58	Pending delivery of truck	General Fund Fleet Replacement	
NORTH WATER DISTRICT LABORATORY SERVICES INC	24-0265	02/15/2024	Sampling Analysis for Wastewater	\$ 100,000.00	\$ 33,693.00	\$ 66,307.00	Contract expires February 13, 2025	Enterprise Fund - Sewer	
NORTH WATER DISTRICT LABORATORY SERVICES INC	24-0413	05/28/2024	BIO AQUATIC SAMPLING AND LAB ANALYSIS	\$ 10,300.00	\$ 7,111.00	\$ 3,189.00	Contract expires May 22, 2025	Enterprise Fund - Sewer	
OLLER ENGINEERING INC	24-0230	01/30/2024	BAKER DRIVE SIDEWALK ENGINEERING	\$ 69,740.00	\$ 31,178.83	\$ 38,561.17	On-going project	Capital Projects - Streets	
OLLER ENGINEERING INC	24-0259	02/13/2024	DESIGN OF HUFSMITH 16 INCH WATER LINE EXTENSION	\$ 346,382.00	\$ 45,217.08	\$ 301,164.92	On-going project	Capital Projects - Parks	
OLLER ENGINEERING INC	24-0458	07/03/2024	RUDOLPH RD SANITARY SEWER LINE IMPROVEMENT	\$ 47,499.00	\$ 9,875.00	\$ 37,624.00	On-going project	Capital Projects - Sewer	
PLW WATERWORKS, LLC	24-0184	12/21/2023	Construction Manager At Risk South WWTP Expansion	\$ 595,699.00	\$ 114,100.00	\$ 481,599.00	On-going project	Capital Projects - Sewer	
POLYDYNE INC	24-0226	01/26/2024	450 lb Drums of Clarifloc	\$ 24,999.98	\$ 14,985.00	\$ 10,014.98	Contract expires January 31, 2025	Enterprise Fund - Sewer	
PUBLIC MANAGEMENT, INC.	23-0307-R1	10/01/2023	GRANT MANAGEMENT SERVICES FOR ARPA FUNDS	\$ 61,750.00	\$ -	\$ 61,750.00	On-going project	American Rescue Plan Fund	
PUFFER SWEIVEN LP	24-0520	09/25/2024	Repairs to Gas Regulator Station	\$ 5,250.00	\$ -	\$ 5,250.00	Repairs to be completed waiting on parts	Enterprise Fund - Gas	
PVS DX INC.	24-0181	12/20/2023	CHLORINE & SULFUR DIOXIDE GAS	\$ 206,965.00	\$ 152,067.63	\$ 54,897.37	Contract expires December 4, 2024	Enterprise Fund - Water & Sewer	
RABA-KISTNER CONSULTANTS INC	24-0301	02/29/2024	2024 GROUNDWATER MONITORING CLOSED LANDFILL	\$ 40,395.00	\$ 12,562.50	\$ 27,832.50	Contract expires February 5, 2025	General Fund - Sanitation	
RABA-KISTNER CONSULTANTS INC	24-0302	02/29/2024	2024 GAS MONITORING CLOSED LANDFILL	\$ 20,495.00	\$ 10,247.50	\$ 10,247.50	Contract expires February 5, 2025	General Fund - Sanitation	
RANDALL SCOTT ARCHITECTS INC	24-0352	04/17/2024	DESIGN SERVICES FOR TEMP USE OF PROPERTY	\$ 15,000.00	\$ -	\$ 15,000.00	On-going project	Capital Projects - Administrative	
RANDALL SCOTT ARCHITECTS INC	23-0117	11/16/2022	Phase 1 Needs Assessment	\$ 41,500.00	\$ 22,558.00	\$ 18,942.00	On-going project	GF -Facilities Maintenance/EF-Utilities Admin	
SOURCE POINT SOLUTIONS LLC	24-0262	02/13/2024	VECTOR SERVICE & PLANT CLEANING	\$ 177,266.29	\$ 148,883.63	\$ 28,382.66	Contract expires December 31, 2024	Enterprise Fund - Sewer	
SPRING NURSERY & LANDSCAPE INC	24-0286	02/23/2024	Grounds and roadside mowing/ maintenance	\$ 44,736.00	\$ 30,892.00	\$ 13,844.00	Contract expires December 31, 2024	General Fund - Engineering	
SUN COAST RESOURCES, INC.	24-0143	11/28/2023	City Wide - Fuel for Fuel Pumps	\$ 394,000.00	\$ 290,780.14	\$ 103,219.86	Contract expires November 20, 2025	General Fund - Prepaid Fuel	
TAYLOR, CHARLES	24-0408	05/21/2024	Lighting Package for Shop 24-220	\$ 11,721.79	\$ -	\$ 11,721.79	Pending delivery of truck	General Fund Fleet Replacement	
THIRKETTLE CORPORATION	24-0428	06/04/2024	WATER METERS AND TRANSMITTERS	\$ 400,000.00	\$ 136,179.01	\$ 263,820.99	On-going project	Enterprise Fund - Water	
THRESHOLD LAND SERVICES, INC.	23-0436-R1	10/01/2023	Land Acquisition of utility easement	\$ 77,646.28	\$ -	\$ 77,646.28	On-going project	Capital Projects - Sewer	
WARD, GETZ AND ASSOCIATES, PLLC	24-0416	06/06/2024	NORTH SYCAMORE PARKING LOT	\$ 106,000.00	\$ 61,764.05	\$ 44,235.95	On-going project	Capital Projects - Streets	
WATER UTILITY SERVICES INC	24-0271	02/16/2024	Water Sampling and Laboratory services	\$ 316,350.00	\$ 100,452.00	\$ 215,898.00	Contract expires February 13, 2025	Enterprise Fund - Water & Sewer	

Total \$ 25,718,402.43 \$ 14,166,267.88 \$ 11,555,785.55

General Fund 1,110,472.08

Enterprise Fund	1,209,233.53
Capital Projects	8,832,670.07
Fleet Replacement	333,409.87
ARP	61,750.00
HOT	8,250.00
	<u>11,555,785.55</u>

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 18, 2024

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

Background:

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

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

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

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

Origination: Finance

Recommendation:

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

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

FUNDING (IF APPLICABLE)

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

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

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

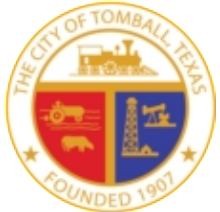
Signed: Bragg Farmer 11.12.24 **Approved by:** _____

Staff Member

Date

City Manager

Date



Tomball, TX

Vendor History Report

By Vendor Name

Posting Date Range 10/01/2023 - 09/30/2024

Payment Date Range -

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description				Amount			Account Name	Dist Amount					
Vendor Set: 00 - ACCOUNTS PAYABLE													
000685 - AMAZON CAPITAL SERVICES, INC.								145,177.20	0.00	0.00	0.00	145,177.20	145,177.20
113Q-4RN1-9PG7	MISC SUPPLIES COURT			8/1/2024		147531	8/8/2024	849.26	0.00	0.00	0.00	849.26	849.26
SP NOTEBOOKS/PENS/SI	0.00	0.00	330.14		100-114-6101		OFFICE & COMPUTER SUPPLIES	330.14					
ERGONOMIC OFFICE CH	0.00	0.00	261.99		100-114-6130		FURNITURE<\$20,000	261.99					
COFFE CARAFE W/PUMF	0.00	0.00	214.71		100-113-6105		FOOD SUPPLIES	214.71					
PAPER TOWELS	0.00	0.00	42.42		100-114-6105		FOOD SUPPLIES	42.42					
11KY-NDLN-1YD6	MISC SUPPLIES CH AND COURT			4/1/2024		146399	4/12/2024	409.29	0.00	0.00	0.00	409.29	409.29
BINDERS/PENS/FELT RU	0.00	0.00	144.49		100-114-6371		ELECTION SERVICES	144.49					
PENS/STICKY NOTES/PAI	0.00	0.00	110.49		100-114-6101		OFFICE & COMPUTER SUPPLIES	110.49					
PAPER TOWELS/PAPER I	0.00	0.00	57.84		100-114-6105		FOOD SUPPLIES	57.84					
AIR FRESHNER/CLOROX	0.00	0.00	44.95		100-114-6104		JANITORIAL & CLEANING SUPPLY	44.95					
KITCHEN MATS FOR FLO	0.00	0.00	19.99		100-122-6104		JANITORIAL SUPPLIES	19.99					
THE WOMAN IN ME	0.00	0.00	18.55		100-114-6102		EDUCATIONAL SUPPLIES	18.55					
ASSTD POCKET FOLDERS	0.00	0.00	12.98		100-111-6101		OFFICE & COMPUTER SUPPLIES	12.98					
11LK-VWLM-4GDY	RETURN STICKY NOTES FINANCE			9/16/2024		147961	9/25/2024	-9.98	0.00	0.00	0.00	-9.98	-9.98
RETURN STICKY NOTES F	0.00	0.00	-9.98		100-116-6101		OFFICE & COMPUTER SUPPLIES	-9.98					
11NY-LX7Y-9VQQ	RETURN FOG LIGHT BULBS PD			8/31/2024		147810	9/13/2024	-69.99	0.00	0.00	0.00	-69.99	-69.99
RETURN FOG LIGHT BUL	0.00	0.00	-69.99		100-121-6205		VEHICLE MAINTENANCE	-69.99					
11PJ-MJCM-7N4D	MISC SUPPLIES PW			11/1/2023		145165	11/10/2023	4,265.36	0.00	0.00	0.00	4,265.36	4,265.36
CONCRETE PLANNER/RC	0.00	0.00	2,806.79		100-154-6106		MATERIALS AND PARTS	2,806.79					
MISC KITCHEN/FOOD SL	0.00	0.00	799.78		100-151-6105		FOOD SUPPLIES	799.78					
MISC OFFICE SUPPLIES P	0.00	0.00	283.57		100-151-6101		OFFICE & COMPUTER SUPPLIES	283.57					
MISC SUPPLIES PW	0.00	0.00	150.61		600-611-6119		OTHER SUPPLIES	150.61					
MISC CLEANING SUPPLII	0.00	0.00	86.14		100-157-6104		JANITORIAL & CLEANING SUPPLY	86.14					
BULLETIN BOARD	0.00	0.00	64.19		100-156-6101		OFFICE & COMPUTER SUPPLIES	64.19					
MISC OFFICE SUPPLIES P	0.00	0.00	47.29		100-116-6101		OFFICE & COMPUTER SUPPLIES	47.29					
HARD HAT	0.00	0.00	26.99		100-156-6119		OTHER SUPPLIES	26.99					
11PJ-MJCM-7N4D-PO	PORTABLE GENERATOR			11/1/2023		145165	11/10/2023	5,499.00	0.00	0.00	0.00	5,499.00	5,499.00
PORTABLE GENERATOR	1.00	1,833.00	1,833.00		600-614-6106		MATERIALS AND PARTS	1,833.00					
PORTABLE GENERATOR	1.00	1,833.00	1,833.00		600-615-6106		MATERIALS AND PARTS	1,833.00					
PORTABLE GENERATOR	1.00	1,833.00	1,833.00		600-613-6106		MATERIALS AND PARTS	1,833.00					
11R4-JQTY-7T6T	MISC SUPPLIES HR			7/1/2024		147278	7/11/2024	219.60	0.00	0.00	0.00	219.60	219.60
PENS/HIGHLIGHTERS/M	0.00	0.00	150.25		100-115-6101		OFFICE & COMPUTER SUPPLIES	150.25					
PLASTIC TABLE COVER R	0.00	0.00	54.38		100-115-6105		FOOD SUPPLIES	54.38					

Vendor History Report

Posting Date Range 10/01/2023 - 09/30/2024

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
LYSOL WIPES	0.00	0.00	14.97	100-115-6104	JANITORIAL & CLEANING SUPPLY	14.97					
11VK-LJNT-631V	OFFICE/KITCHEN/MISC SUPPLIES	11/1/2023		145165	11/10/2023	541.16	0.00	0.00	0.00	541.16	541.16
STAMPS/TONER/DIVIDE	0.00	0.00	367.57	100-121-6101	OFFICE & COMPUTER SUPPLIES	367.57					
CHRISTMAS ELVES/COST	0.00	0.00	85.53	100-115-6398	BANQUETS, DEDICATION, RECEP	85.53					
FORKS/PLATES	0.00	0.00	47.84	100-121-6105	FOOD SUPPLIES	47.84					
ADVIL/TYLENOL	0.00	0.00	23.51	100-121-6119	OTHER SUPPLIES	23.51					
AIR FRESHNER	0.00	0.00	16.71	100-121-6104	JANITORIAL SUPPLIES	16.71					
11WX-WXM1-R1XY	RETURN LUMEN BRIGHT BIKE LIGHTS	6/9/2024		147047	6/13/2024	-35.99	0.00	0.00	0.00	-35.99	-35.99
RETURN LUMEN BRIGHT	0.00	0.00	-35.99	100-121-6106	MATERIALS AND PARTS	-35.99					
1391-YXNM-CDRJ	ORIG INV 1JDLYCGR3GT/RETURN PLASTIC '11/4/2023			145235	11/16/2023	-13.99	0.00	0.00	0.00	-13.99	-13.99
ORIG INV 1JDLYCGR3GT	0.00	0.00	-13.99	100-145-6105	FOOD SUPPLIES	-13.99					
139D-W3VM-6HTV	MISC SUPPLIES PW	6/1/2024		147047	6/13/2024	4,439.95	0.00	0.00	0.00	4,439.95	4,439.95
GREASE GUN/SLIPPERY I	0.00	0.00	2,352.20	100-154-6106	MATERIALS AND PARTS	2,352.20					
DOOR CONTROLS/BATTI	0.00	0.00	1,087.62	100-157-6106	MATERIALS AND PARTS	1,087.62					
HEADLIGHTS/LIGHT BUL	0.00	0.00	186.98	100-121-6205	VEHICLE MAINTENANCE	186.98					
AERATOR	0.00	0.00	169.99	100-153-6106	MATERIALS AND PARTS	169.99					
LABEL TAPE/MILWAUKE	0.00	0.00	169.66	100-152-6106	MATERIALS AND PARTS	169.66					
MOSQUITTO REPELLENT	0.00	0.00	140.95	600-611-6119	OTHER SUPPLIES	140.95					
ACRYLIC DOME/CLIPBO/	0.00	0.00	115.93	600-611-6101	OFFICE & COMPUTER SUPPLIES	115.93					
OFF BUG REPELL/SUNSC	0.00	0.00	108.10	100-157-6119	OTHER SUPPLIES	108.10					
Y TYPE SPLITTER/BRASS	0.00	0.00	69.13	600-613-6106	MATERIALS AND PARTS	69.13					
BADGE REEL/PHONE CA'	0.00	0.00	39.39	100-151-6101	OFFICE & COMPUTER SUPPLIES	39.39					
139M-JRT6-6QHR	MISC COMP SUPPLIES IT/PW/FIN	8/1/2024		147531	8/8/2024	6,539.36	0.00	0.00	0.00	6,539.36	6,539.36
SCANNER/H DRIVE/LJET	0.00	0.00	4,079.40	100-119-6101	OFFICE & COMPUTER SUPPLIES	4,079.40					
UNIV WALL/VESA MOUN	0.00	0.00	1,252.08	100-117-6101	OFFICE & COMPUTER SUPPLIES	1,252.08					
APPLE IPAD/TYLUS PEN/	0.00	0.00	1,207.88	600-611-6101	OFFICE & COMPUTER SUPPLIES	1,207.88					
14CW-Y1KG-VG14	HR MISC OFFICE SUPPLIES/GIFT FOR CHRIS' 1/1/2024			145555	1/11/2024	316.74	0.00	0.00	0.00	316.74	316.74
CALENDARS/WHITE BOA	0.00	0.00	284.75	100-115-6101	OFFICE & COMPUTER SUPPLIES	284.75					
SERVING SET-TACO TUE!	0.00	0.00	31.99	100-115-6398	BANQUETS, DEDICATION, RECEP	31.99					
14FW-JHGN-JWX1	MISC SUPPLIES PW	9/1/2024		147810	9/13/2024	2,925.85	0.00	0.00	0.00	2,925.85	2,925.85
PAIL DEGREASER OIL/GF	0.00	0.00	1,423.65	100-152-6110	CHEMICAL SUPPLIES	1,423.65					
COMPACT CHAINSAW/C	0.00	0.00	680.74	100-153-6106	MATERIALS AND PARTS	680.74					
CLOROX WIPES/MEDS/P	0.00	0.00	387.76	100-151-6101	OFFICE & COMPUTER SUPPLIES	387.76					
COIN STARTER	0.00	0.00	187.90	100-157-6106	MATERIALS AND PARTS	187.90					
RUBBING ALCOHOL/BAT	0.00	0.00	115.41	600-614-6106	MATERIALS AND PARTS	115.41					
GREASE GUN/FITTING TI	0.00	0.00	74.98	100-154-6106	MATERIALS AND PARTS	74.98					
EASEL STAND	0.00	0.00	23.98	600-612-6106	MATERIALS AND PARTS	23.98					
CAT KEYS	0.00	0.00	21.98	100-152-6106	MATERIALS AND PARTS	21.98					
STAPLER FOR TRUCKS	0.00	0.00	9.45	600-613-6106	MATERIALS AND PARTS	9.45					
14VX-FH69-GG4J	RETURN SIZE ZIP TACTICAL BOOTS A. CHAN3/6/2024			146161	3/14/2024	-147.00	0.00	0.00	0.00	-147.00	-147.00

Vendor History Report

Posting Date Range 10/01/2023 - 09/30/2024

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
RETURN SIZE ZIP TACTIC	0.00	0.00	-147.00	100-121-6107	CLOTHING AND UNIFORMS	-147.00					
164V-MH4K-6XJK	RETURN LENS WIPES PW		9/9/2024	147810	9/13/2024	-19.98	0.00	0.00	0.00	-19.98	-19.98
RETURN LENS WIPES PW	0.00	0.00	-19.98	100-151-6101	OFFICE & COMPUTER SUPPLIES	-19.98					
16DN-NL97-DGFN	MISC SUPPLIES FD		9/30/2024	148179	10/24/2024	1,680.51	0.00	0.00	0.00	1,680.51	1,680.51
PAPER TOWEL/DISINF V	0.00	0.00	509.58	100-145-6104	JANITORIAL & CLEANING SUPPLY	509.58					
KITCH SPONGE/LYSOL SI	0.00	0.00	484.85	100-142-6104	JANITORIAL SUPPLIES	484.85					
CAR BRUSH/SHAMMY TI	0.00	0.00	198.89	100-142-6119	OTHER SUPPLIES	198.89					
GATORADE POWDER ST	0.00	0.00	147.34	100-142-6105	FOOD SUPPLIES	147.34					
TIRE SHINE/SPRAY WAX,	0.00	0.00	71.63	100-142-6110	CHEMICAL SUPPLIES	71.63					
TONER CARTRIDGE	0.00	0.00	59.99	100-145-6101	OFFICE & COMPUTER SUPPLIES	59.99					
TIRE SHINE/SPRAY WAX	0.00	0.00	58.68	100-145-6110	CHEMICAL SUPPLIES	58.68					
CAR BRUSH/FIRST AID/L	0.00	0.00	51.98	100-145-6119	OTHER SUPPLIES	51.98					
BATTERIES	0.00	0.00	50.63	100-142-6106	MATERIALS AND PARTS	50.63					
FOAM CUPS	0.00	0.00	46.94	100-145-6105	FOOD SUPPLIES	46.94					
16J7-XQCH-64TF	RETURN DESK ORGANIZER PW		9/9/2024	147810	9/13/2024	-19.99	0.00	0.00	0.00	-19.99	-19.99
RETURN DESK ORGANIZI	0.00	0.00	-19.99	100-151-6101	OFFICE & COMPUTER SUPPLIES	-19.99					
16J9-LHRK-G9NX	RET 2 PK CORK BOARD W/LINEN 16X11 BUI		12/1/2023	145477	12/21/2023	-22.49	0.00	0.00	0.00	-22.49	-22.49
RET 2 PK CORK BOARD V	0.00	0.00	-22.49	100-122-6101	OFFICE & COMPUTER SUPPLIES	-22.49					
16J9-LHRK-GD6W	RET 2 PK CORK BOARD W/LINEN 16X11 BUI		12/1/2023	145477	12/21/2023	-22.49	0.00	0.00	0.00	-22.49	-22.49
RET 2 PK CORK BOARD V	0.00	0.00	-22.49	100-122-6101	OFFICE & COMPUTER SUPPLIES	-22.49					
16NK-3KCL-4CDJ	MISC COMPUTER SUPPLIES/DOCK STATION		11/1/2023	145235	11/16/2023	1,892.73	0.00	0.00	0.00	1,892.73	1,892.73
MISC COMPUTER SUPPL	0.00	0.00	1,892.73	100-117-6101	OFFICE & COMPUTER SUPPLIES	1,892.73					
16NR-1VN4-KL3Y	RETURN BRUNO COSTUME MKTG		9/1/2024	148179	10/24/2024	-29.99	0.00	0.00	0.00	-29.99	-29.99
RETURN BRUNO COSTUI	0.00	0.00	-29.99	240-243-6119	OTHER SUPPLIES	-29.99					
16TCNVVJ9K1T	Camera with accessories for Community Re		6/1/2024	147047	6/13/2024	3,586.21	0.00	0.00	0.00	3,586.21	3,586.21
Camera	1.00	1,999.00	1,999.00	200-221-6106	MATERIALS AND SUPPLIES	1,999.00					
Camera llights	1.00	599.00	599.00	200-221-6106	MATERIALS AND SUPPLIES	599.00					
Microphone	1.00	379.00	379.00	200-221-6106	MATERIALS AND SUPPLIES	379.00					
SD Memory Card	2.00	115.62	231.24	200-221-6106	MATERIALS AND SUPPLIES	231.24					
Camera Lens	1.00	199.00	199.00	200-221-6106	MATERIALS AND SUPPLIES	199.00					
Tripod	1.00	109.99	109.99	200-221-6106	MATERIALS AND SUPPLIES	109.99					
Camera Case	1.00	68.98	68.98	200-221-6106	MATERIALS AND SUPPLIES	68.98					
16TC-NVVJ-9K1T	MISC SUPPLIES PD		6/1/2024	147047	6/13/2024	806.93	0.00	0.00	0.00	806.93	806.93
TONER CARTRIDGE SET/	0.00	0.00	649.91	100-121-6101	OFFICE & COMPUTER SUPPLIES	649.91					
LUMEN SUPER BRIGHT E	0.00	0.00	107.97	100-121-6106	MATERIALS AND PARTS	107.97					
PAPER PLATES/PLASTIC I	0.00	0.00	49.05	100-121-6105	FOOD SUPPLIES	49.05					
16W3-LCLG-XGPL	MISC SUPPLIES FD STATION 4/5		4/1/2024	146399	4/12/2024	2,653.82	0.00	0.00	0.00	2,653.82	2,653.82
SCRUB SPONGE/FLOOR	0.00	0.00	1,040.35	100-142-6104	JANITORIAL SUPPLIES	1,040.35					
BATTERIES	0.00	0.00	496.88	100-142-6106	MATERIALS AND PARTS	496.88					
TIDE PODS/TRASH BAGS	0.00	0.00	411.83	100-145-6104	JANITORIAL & CLEANING SUPPLY	411.83					

Vendor History Report

Posting Date Range 10/01/2023 - 09/30/2024

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
WIRELESS DOORBELL/B/	0.00	0.00	290.56	100-145-6119	OTHER SUPPLIES	290.56					
COFFEE CREAMER/SUG/	0.00	0.00	90.17	100-145-6105	FOOD SUPPLIES	90.17					
TAPE DISPENSER/LABEL	0.00	0.00	89.64	100-145-6101	OFFICE & COMPUTER SUPPLIES	89.64					
MARKERS/STICKY NOTE:	0.00	0.00	74.05	100-142-6101	OFFICE & COMPUTER SUPPLIES	74.05					
BATTERY CONNECTOR P	0.00	0.00	48.98	100-145-6205	VEHICLE MAINTENANCE	48.98					
COFFEE CREAMER/SWEI	0.00	0.00	45.85	100-142-6105	FOOD SUPPLIES	45.85					
GRILL TONGS/OUTDOOF	0.00	0.00	36.15	100-142-6119	OTHER SUPPLIES	36.15					
PRESSURE WASHER	0.00	0.00	29.36	100-142-6204	OTHER EQUIPMENT MAINTENANCE	29.36					
173M-FMQW-V9F1	MISC SUPPLIES FOR CHRISTMAS PARTY/O	1/1/2024		145555		334.53	0.00	0.00	0.00	334.53	334.53
WIRE SATIN RIBBON/WF	0.00	0.00	119.86	100-115-6398	BANQUETS, DEDICATION, RECEP	119.86					
FOOT REST/SHARPIES/PI	0.00	0.00	106.43	100-114-6101	OFFICE & COMPUTER SUPPLIES	106.43					
KITCHEN TOWELS/ZIPLO	0.00	0.00	43.18	100-114-6105	FOOD SUPPLIES	43.18					
SPACE HEATER/SHIPPIN	0.00	0.00	41.95	100-114-6119	OTHER SUPPLIES	41.95					
FEBREEZE AIR FRESHNEF	0.00	0.00	23.11	100-114-6104	JANITORIAL & CLEANING SUPPLY	23.11					
174L-TJYP-CK91	RECALLED SANITIZING WIPES	7/1/2024		147341		-7.98	0.00	0.00	0.00	-7.98	-7.98
RECALLED SANITIZING W	0.00	0.00	-7.98	100-114-6104	JANITORIAL & CLEANING SUPPLY	-7.98					
176T-HXWL-9J1V	RETURN TONER CARTRIDGE HR	9/10/2024		147961		-99.99	0.00	0.00	0.00	-99.99	-99.99
RETURN TONER CARTRII	0.00	0.00	-99.99	100-115-6101	OFFICE & COMPUTER SUPPLIES	-99.99					
179T-WH6C-C349	MISC SUPPLIES PW	9/30/2024		148007		742.60	0.00	0.00	0.00	742.60	742.60
PLATES/CUPS	0.00	0.00	376.78	100-151-6105	FOOD SUPPLIES	376.78					
KLEENEX/BADGE HOLDE	0.00	0.00	149.09	100-151-6101	OFFICE & COMPUTER SUPPLIES	149.09					
MEMORY CARD/FLAG PI	0.00	0.00	117.47	100-153-6106	MATERIALS AND PARTS	117.47					
KLEENEX/SHARPIE/PENS	0.00	0.00	57.03	600-611-6101	OFFICE & COMPUTER SUPPLIES	57.03					
HEAVY DUTY STAPLER/S	0.00	0.00	33.36	600-611-6101	OFFICE & COMPUTER SUPPLIES	33.36					
END CAP PLUGS	0.00	0.00	8.87	100-152-6106	MATERIALS AND PARTS	8.87					
17FF-NQ69-9MP1	MISC MARKETING SUPPLIES	12/1/2023		145359		120.88	0.00	0.00	0.00	120.88	120.88
DOUBLE INDUCTION CO	0.00	0.00	99.99	100-131-6119	OTHER SUPPLIES	99.99					
ELF ON THE SHELF FOR C	0.00	0.00	15.90	240-243-6119	OTHER SUPPLIES	15.90					
AIR PUMP NEEDLES, INF	0.00	0.00	4.99	240-243-6101	OFFICE & COMPUTER SUPPLIES	4.99					
17GW-6YYG-3P3V	RETURN SHRED PAPER FOR CHRISTMAS BA	12/27/2023		145555		-19.99	0.00	0.00	0.00	-19.99	-19.99
RETURN SHRED PAPER F	0.00	0.00	-19.99	100-115-6398	BANQUETS, DEDICATION, RECEP	-19.99					
17HP-LNTW-NHYH	RTN W2 SELF SEAL/WINDOW SECURITY EN	2/2/2024		145774		-97.38	0.00	0.00	0.00	-97.38	-97.38
RTN W2 SELF SEAL/WIN	0.00	0.00	-97.38	100-116-6101	OFFICE & COMPUTER SUPPLIES	-97.38					
17KK-VTQK-H7CF	MISC SUPPLIES PW	5/1/2024		147047		2,074.79	0.00	0.00	0.00	2,074.79	2,074.79
BED CRANE/TRANSFORM	0.00	0.00	428.98	100-157-6106	MATERIALS AND PARTS	428.98					
FACE SHIELD/FLAG HAN	0.00	0.00	300.96	100-154-6106	MATERIALS AND PARTS	300.96					
GATORADE/PLASTIC WA	0.00	0.00	286.04	100-151-6105	FOOD SUPPLIES	286.04					
GATORADE/PLASTIC WA	0.00	0.00	275.85	600-611-6105	FOOD SUPPLIES	275.85					
DESK CHAIR	0.00	0.00	266.10	600-611-6101	OFFICE & COMPUTER SUPPLIES	266.10					
POND AERATION ACCES	0.00	0.00	233.07	100-153-6106	MATERIALS AND PARTS	233.07					

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Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
GLADE REFILLS/SAMSUN	0.00	0.00	90.18	100-157-6119	OTHER SUPPLIES	90.18					
BRAKE CALIPER/BROOM	0.00	0.00	52.47	100-152-6106	MATERIALS AND PARTS	52.47					
KEYBOARD SET/PHONE I	0.00	0.00	41.97	100-151-6101	OFFICE & COMPUTER SUPPLIES	41.97					
LENS WIPES	0.00	0.00	35.98	600-611-6119	OTHER SUPPLIES	35.98					
LYSOL WIPES	0.00	0.00	14.97	100-157-6104	JANITORIAL & CLEANING SUPPLY	14.97					
BATTERY DISPOSAL CON	0.00	0.00	14.00	100-151-6106	MATERIALS AND PARTS	14.00					
BATTERY DISPOSAL CON	0.00	0.00	14.00	600-611-6106	MATERIALS AND PARTS	14.00					
SUGAR	0.00	0.00	10.23	600-611-6105	FOOD SUPPLIES	10.23					
SURGE PROTECTOR	0.00	0.00	9.99	100-116-6101	OFFICE & COMPUTER SUPPLIES	9.99					
194X-N3MX-6J96	MISC SUPPLIES IT		2/1/2024	145834	2/15/2024	2,193.50	0.00	0.00	0.00	2,193.50	2,193.50
COMP MONITOR/BATTE	0.00	0.00	2,193.50	100-117-6101	OFFICE & COMPUTER SUPPLIES	2,193.50					
196G-XVN1-M74N	MISC SUPPLIES MKTG		9/1/2024	148120	10/17/2024	833.68	0.00	0.00	0.00	833.68	833.68
BEAD/STRING BAG/GLO	0.00	0.00	515.24	240-243-6119	OTHER SUPPLIES	515.24					
SPACE HEATER/STICKY N	0.00	0.00	233.42	240-243-6101	OFFICE & COMPUTER SUPPLIES	233.42					
FOAM STICKERS/STAR C	0.00	0.00	85.02	990-990-6396	KIDS CLUB	85.02					
19NK-X19M-34DG	REFUND FOR LOST COPY STAMP		5/8/2024	146987	6/6/2024	-10.41	0.00	0.00	0.00	-10.41	-10.41
REFUND FOR LOST COPY	0.00	0.00	-10.41	100-114-6101	OFFICE & COMPUTER SUPPLIES	-10.41					
19TG-CX3P-C9RG	ORIG INV 1JDL-YCGR-3GTN/PLASTIC WATEI		11/4/2023	145235	11/16/2023	-13.99	0.00	0.00	0.00	-13.99	-13.99
ORIG INV 1JDL-YCGR-3G	0.00	0.00	-13.99	100-145-6105	FOOD SUPPLIES	-13.99					
19TV-64XR-H6WN	MISC SUPPLIES CSO		5/1/2024	146653	5/9/2024	1,396.89	0.00	0.00	0.00	1,396.89	1,396.89
TY BAGS/TISSUE PAPER/	0.00	0.00	486.99	100-113-6398	BANQUETS, DEDICATION, RECEP	486.99					
COPY PAPER	0.00	0.00	349.93	100-119-6101	OFFICE & COMPUTER SUPPLIES	349.93					
FLIP UP ARM LEATHER C	0.00	0.00	259.99	100-114-6130	FURNITURE<\$20,000	259.99					
LG DESK MAT MOUSE P/	0.00	0.00	188.23	100-114-6101	OFFICE & COMPUTER SUPPLIES	188.23					
PARHMENT CERTIFICATI	0.00	0.00	65.78	100-113-6119	OTHER SUPPLIES	65.78					
TYLENOL DISSOLVE PACI	0.00	0.00	25.98	100-114-6119	OTHER SUPPLIES	25.98					
3 RING BINDER 3PK	0.00	0.00	19.99	100-114-6371	ELECTION SERVICES	19.99					
19W1-JWGC-7YDF	MISC OFFICE SUPPLIES FIN/CD		8/1/2024	147531	8/8/2024	181.79	0.00	0.00	0.00	181.79	181.79
TONER CARTRIDGE/STO	0.00	0.00	175.05	100-116-6101	OFFICE & COMPUTER SUPPLIES	175.05					
CHARGER CABLE CD	0.00	0.00	6.74	100-156-6101	OFFICE & COMPUTER SUPPLIES	6.74					
19Y6-34JC-FVDD	MISC SUPPLIES HR		5/1/2024	146699	5/16/2024	105.93	0.00	0.00	0.00	105.93	105.93
FOLDERS/DESK ORG/ID I	0.00	0.00	105.93	100-115-6101	OFFICE & COMPUTER SUPPLIES	105.93					
1C6V-FY41-7W3M	MISC SUPPLIES PD		9/30/2024	148062	10/10/2024	2,436.21	0.00	0.00	0.00	2,436.21	2,436.21
CANNON RF14-35MM LI	0.00	0.00	1,391.26	100-121-6106	MATERIALS AND PARTS	1,391.26					
NOTEBOOKS/TONER CAI	0.00	0.00	819.30	100-121-6101	OFFICE & COMPUTER SUPPLIES	819.30					
TACTICAL BOOTS T. NGU	0.00	0.00	225.65	100-121-6107	CLOTHING AND UNIFORMS	225.65					
1C7Q-QNYR-7K4X	KLEENEX FACIAL TISSUES X18 BOXES		2/1/2024	145774	2/8/2024	33.49	0.00	0.00	0.00	33.49	33.49
KLEENEX FACIAL TISSUE!	0.00	0.00	33.49	240-243-6101	OFFICE & COMPUTER SUPPLIES	33.49					
1CP6-JCW4-FLRJ	RETURN FOLDERS		5/1/2024	146699	5/16/2024	-9.99	0.00	0.00	0.00	-9.99	-9.99

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RETURN FOLDERS	0.00	0.00	-9.99	100-115-6101	OFFICE & COMPUTER SUPPLIES	-9.99					
1CW7-7W4G-K166	MISC SUPPLIES FD 1/2/ADMIN	5/1/2024		146699	5/16/2024	1,412.62	0.00	0.00	0.00	1,412.62	1,412.62
LAUNDRY PODS/TB CLEA	0.00	0.00	371.73	100-145-6104	JANITORIAL & CLEANING SUPPLY	371.73					
GLASS CLEANER/TRASH	0.00	0.00	285.36	100-142-6104	JANITORIAL SUPPLIES	285.36					
RACK GYM STORAGE RA	0.00	0.00	265.79	100-145-6119	OTHER SUPPLIES	265.79					
HAND HELD SHOWER HI	0.00	0.00	187.97	100-142-6119	OTHER SUPPLIES	187.97					
LABEL MAKER/TAPE/MC	0.00	0.00	125.63	100-142-6101	OFFICE & COMPUTER SUPPLIES	125.63					
TIRE/WHEEL CLEANER/S	0.00	0.00	96.39	100-142-6110	CHEMICAL SUPPLIES	96.39					
LADIES LONG SLEEVE CH	0.00	0.00	39.18	100-142-6107	CLOTHING AND UNIFORMS	39.18					
BATTERIES	0.00	0.00	20.57	100-142-6106	MATERIALS AND PARTS	20.57					
COPY PAPER	0.00	0.00	20.00	100-145-6101	OFFICE & COMPUTER SUPPLIES	20.00					
1CXG-4HXX-CGVL	RETURN PAPER TOWELS FD	9/3/2024		147891	9/19/2024	-109.11	0.00	0.00	0.00	-109.11	-109.11
RETURN PAPER TOWELS	0.00	0.00	-109.11	100-145-6104	JANITORIAL & CLEANING SUPPLY	-109.11					
1D3Q-7P1F-1H34	ORIG INV 1JDL-YCGR-3GTN -RETURN TV	11/28/2023		145359	12/7/2023	-249.99	0.00	0.00	0.00	-249.99	-249.99
ORIG INV 1JDL-YCGR-3G	0.00	0.00	-249.99	100-145-6119	OTHER SUPPLIES	-249.99					
1D7Q-T7KL-7NKD	RETURN USB C PIGTAIL CABLES	11/30/2023		145405	12/14/2023	-15.98	0.00	0.00	0.00	-15.98	-15.98
RETURN USB C PIGTAIL (	0.00	0.00	-15.98	100-117-6101	OFFICE & COMPUTER SUPPLIES	-15.98					
1DG4-L1NM-41C9	2024 YR LABELS/STICKERS/FILE FOLDERS	2/1/2024		145774	2/8/2024	33.52	0.00	0.00	0.00	33.52	33.52
2024 YR LABELS/STICKEF	0.00	0.00	33.52	100-121-6101	OFFICE & COMPUTER SUPPLIES	33.52					
1DG4-L1NM-6991	HR OFFICE SUPPLIES	2/1/2024		145834	2/15/2024	21.99	0.00	0.00	0.00	21.99	21.99
CLASSIFICATION FOLDEF	0.00	0.00	21.99	100-115-6101	OFFICE & COMPUTER SUPPLIES	21.99					
1DK4-CYWR-CY9Q	MISC SUPPLIES PW	3/1/2024		146161	3/14/2024	2,954.99	0.00	0.00	0.00	2,954.99	2,954.99
GLASS BEADS/CROSSINC	0.00	0.00	2,307.90	100-154-6106	MATERIALS AND PARTS	2,307.90					
WEATHERBEATER FLOOI	0.00	0.00	159.98	100-154-6205	VEHICLE MAINTENANCE	159.98					
ICE SCOOPER/SPOONS	0.00	0.00	157.40	600-611-6105	FOOD SUPPLIES	157.40					
DRIL/IMPACT DRIVER	0.00	0.00	139.00	600-613-6106	MATERIALS AND PARTS	139.00					
WEATHERBEATER FLOOI	0.00	0.00	124.99	600-614-6205	VEHICLE MAINTENANCE	124.99					
IBUPROFEN/ALLERGY M	0.00	0.00	53.53	100-151-6101	OFFICE & COMPUTER SUPPLIES	53.53					
PLASTIC NOZZLE/SPRAY	0.00	0.00	12.19	100-153-6106	MATERIALS AND PARTS	12.19					
1DR6-3P3T-6YJD	RETURN DRY ERASE BOARD FIN	9/9/2024		147810	9/13/2024	-26.23	0.00	0.00	0.00	-26.23	-26.23
RETURN DRY ERASE BOF	0.00	0.00	-26.23	100-116-6101	OFFICE & COMPUTER SUPPLIES	-26.23					
1DVK-R3P1-6JV6	MISC OFFICE/COMPUTER SUPPLIES BLDG D11/1/2023			145235	11/16/2023	284.91	0.00	0.00	0.00	284.91	284.91
FLASHLIGHT FOR JEREM	0.00	0.00	146.97	100-112-6119	OTHER SUPPLIES	146.97					
OFFICE SUPPLIES	0.00	0.00	108.83	100-112-6101	OFFICE AND COMPUTER SUPPLIES	108.83					
HEATER - KT	0.00	0.00	29.11	100-116-6101	OFFICE & COMPUTER SUPPLIES	29.11					
1F3X-VMWP-F7LY	NOV 2023 SUPPLIES (STATION 4/5, 1/2, AD 12/1/2023)			145477	12/21/2023	3,839.94	0.00	0.00	0.00	3,839.94	3,839.94
WASTE BASKET,TOILET F	0.00	0.00	742.41	100-145-6104	JANITORIAL & CLEANING SUPPLY	742.41					
TOILET PAPER,PAPER TC	0.00	0.00	704.59	100-142-6104	JANITORIAL SUPPLIES	704.59					
HVY DUTY DOLLY SWIVE	0.00	0.00	684.82	100-145-6119	OTHER SUPPLIES	684.82					
MARKERS,FILE FOLDERS	0.00	0.00	491.16	100-142-6101	OFFICE & COMPUTER SUPPLIES	491.16					

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Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
BATTERIES,SHAMMY TO	0.00	0.00	374.56	100-142-6106	MATERIALS AND PARTS	374.56					
CROSS HEAD SCREWS, V	0.00	0.00	276.72	100-142-6119	OTHER SUPPLIES	276.72					
CHEM OIL BARREL PUMI	0.00	0.00	194.97	100-145-6110	CHEMICAL SUPPLIES	194.97					
COFFEE CREAMER	0.00	0.00	122.28	100-142-6105	FOOD SUPPLIES	122.28					
CAR WASH BRUSH,STEEI	0.00	0.00	100.60	100-145-6106	MATERIALS AND PARTS	100.60					
STICKY NOTES,LEGAL PA	0.00	0.00	86.69	100-145-6101	OFFICE & COMPUTER SUPPLIES	86.69					
COFFEE CREAMER	0.00	0.00	61.14	100-145-6105	FOOD SUPPLIES	61.14					
1F7V-1J7R-MWH3	MISC SUPPLIES PD	9/1/2024		147810	9/13/2024	2,129.04	0.00	0.00	0.00	2,129.04	2,129.04
RING BINDERS/FLASH DI	0.00	0.00	1,430.24	100-121-6101	OFFICE & COMPUTER SUPPLIES	1,430.24					
INSULATED HOT CUPS/P	0.00	0.00	277.41	100-121-6105	FOOD SUPPLIES	277.41					
BALLOON GARLAND KIT,	0.00	0.00	190.18	100-121-6304	PROFESSIONAL SERVICES-OTHER	190.18					
BATTERIES	0.00	0.00	156.22	100-121-6106	MATERIALS AND PARTS	156.22					
LAUNDRY DETERGENT	0.00	0.00	74.99	100-121-6324	JAIL SERVICE EXPENSE	74.99					
1FCW-TXX3-1QY7	RETURN CLOROX WIPES	5/7/2024		146699	5/16/2024	-19.98	0.00	0.00	0.00	-19.98	-19.98
RETURN CLOROX WIPES	0.00	0.00	-19.98	100-114-6104	JANITORIAL & CLEANING SUPPLY	-19.98					
1FDH-JMWL-7LPM	MISC SUPPLIES RECORDS MGMT/CITY HALL	11/1/2023		145235	11/16/2023	1,477.16	0.00	0.00	0.00	1,477.16	1,477.16
FILE FOLDERS/CALENDA	0.00	0.00	690.69	100-114-6101	OFFICE & COMPUTER SUPPLIES	690.69					
OIL BOTTLE FOR SHREDI	0.00	0.00	385.07	100-119-6101	OFFICE & COMPUTER SUPPLIES	385.07					
CHRISTMAS DECOR/TRE	0.00	0.00	141.98	100-114-6119	OTHER SUPPLIES	141.98					
WOODEN 5 SHELF BOOK	0.00	0.00	74.98	100-114-6130	FURNITURE<\$20,000	74.98					
KLEENEX TISSUES/KITCH	0.00	0.00	56.04	100-114-6104	JANITORIAL & CLEANING SUPPLY	56.04					
TABLE SALT/PEPPER,COI	0.00	0.00	53.47	100-114-6105	FOOD SUPPLIES	53.47					
SHIPPING/HANDLING	0.00	0.00	43.92	100-114-6329	OTHER SERVICES	43.92					
WERTHERS ORIG CANDY	0.00	0.00	36.99	100-114-6105	FOOD SUPPLIES	36.99					
PROMOS/DISCOUNTS	0.00	0.00	-5.98	100-114-6329	OTHER SERVICES	-5.98					
1FJC-7VKT-KJ6R	MISC SUPPLIES MKTG/CC	5/1/2024		146653	5/9/2024	778.13	0.00	0.00	0.00	778.13	778.13
BOTTOM LOAD WATER I	0.00	0.00	396.86	100-131-6119	OTHER SUPPLIES	396.86					
OFFICE ERGONOMIC DE	0.00	0.00	279.98	100-131-6130	FURNITURE <\$20,000	279.98					
ELEC PENCIL SHARPENEI	0.00	0.00	52.73	100-131-6101	OFFICE & COMPUTER SUPPLIES	52.73					
LAPTOP BACKPACK/YELL	0.00	0.00	38.57	240-243-6101	OFFICE & COMPUTER SUPPLIES	38.57					
CRAWFISH BOIL TEMP T.	0.00	0.00	9.99	240-243-6119	OTHER SUPPLIES	9.99					
1FM3-6TT9-V3KR	RETURN DESK FILE ORGANIZER PW	9/7/2024		147810	9/13/2024	-21.80	0.00	0.00	0.00	-21.80	-21.80
RETURN DESK FILE ORG/	0.00	0.00	-21.80	100-151-6101	OFFICE & COMPUTER SUPPLIES	-21.80					
1FRT-K9VC-CG37	ORIG INV 1JDL-YCGR-3GTN/RETURN TOILET	11/4/2023		145235	11/16/2023	-23.35	0.00	0.00	0.00	-23.35	-23.35
ORIG INV 1JDL-YCGR-3G	0.00	0.00	-23.35	100-145-6104	JANITORIAL & CLEANING SUPPLY	-23.35					
1FT3-4FFN-7KR	RETURN PILOT GEL PENS HR	7/5/2024		147398	7/25/2024	-13.55	0.00	0.00	0.00	-13.55	-13.55
RETURN PILOT GEL PENS	0.00	0.00	-13.55	100-115-6101	OFFICE & COMPUTER SUPPLIES	-13.55					
1FW9-KJGC-77JR	RETURN P&G PROF CLEANER FOR FLOORS	3/1/2024		146322	4/4/2024	-56.76	0.00	0.00	0.00	-56.76	-56.76
RETURN P&G PROF CLEA	0.00	0.00	-56.76	100-142-6104	JANITORIAL SUPPLIES	-56.76					
1FW9-P7T4-CK91	MISC SUPPLIES HR	3/1/2024		146161	3/14/2024	158.93	0.00	0.00	0.00	158.93	158.93

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BADGE HOLDER W/BELT	0.00	0.00	158.93	100-115-6101	OFFICE & COMPUTER SUPPLIES	158.93					
1G1L-HTV3-TYGG	MISC SUPPLIES FOR BLDG DIV/FINANCE	1/1/2024		145555	1/11/2024	708.83	0.00	0.00	0.00	708.83	708.83
FLASH DRIVE/PLANNER/	0.00	0.00	597.46	100-112-6101	OFFICE AND COMPUTER SUPPLIES	597.46					
SELF SEAL ENVELOPES FI	0.00	0.00	97.38	100-116-6101	OFFICE & COMPUTER SUPPLIES	97.38					
WALL CALENDAR	0.00	0.00	13.99	100-156-6101	OFFICE & COMPUTER SUPPLIES	13.99					
1G74-DRX4-7JWF	MISC SUPPLIES FOR CSO	6/1/2024		146987	6/6/2024	612.55	0.00	0.00	0.00	612.55	612.55
BLK W/YIELD COLOR TOI	0.00	0.00	238.00	100-114-6101	OFFICE & COMPUTER SUPPLIES	238.00					
PARCHMENT CARDSTOC	0.00	0.00	143.06	100-113-6101	OFFICE & COMPUTER SUPPLIES	143.06					
AIR FRESHENER/PAPER T	0.00	0.00	66.40	100-114-6104	JANITORIAL & CLEANING SUPPLY	66.40					
PLASTIC KNIVES/SPOON	0.00	0.00	55.88	100-114-6105	FOOD SUPPLIES	55.88					
HANGING FILE FOLDERS	0.00	0.00	35.96	100-122-6101	OFFICE & COMPUTER SUPPLIES	35.96					
TO DO LIST NOTEPADS	0.00	0.00	26.90	100-114-6101	OFFICE & COMPUTER SUPPLIES	26.90					
KLEENEX	0.00	0.00	17.19	100-114-6119	OTHER SUPPLIES	17.19					
SOFTSOAP LIQUID HANL	0.00	0.00	16.38	100-114-6104	JANITORIAL & CLEANING SUPPLY	16.38					
FOUNTAIN PEN CARTRIC	0.00	0.00	12.78	100-111-6101	OFFICE & COMPUTER SUPPLIES	12.78					
1GWR-CFJ4-XLMN	MISC COMPUTER/OFFICE SUPPLIES IT	4/1/2024		146322	4/4/2024	2,585.18	0.00	0.00	0.00	2,585.18	2,585.18
COMP MONITOR SCREEI	0.00	0.00	2,585.18	100-117-6101	OFFICE & COMPUTER SUPPLIES	2,585.18					
1H19-RR7Y-FD1V	MISC SUPPLIES - PD	12/1/2023		145405	12/14/2023	673.93	0.00	0.00	0.00	673.93	673.93
20 PK WATERPROOF RA	0.00	0.00	199.90	100-121-6107	CLOTHING AND UNIFORMS	199.90					
LABELS/FLASHDRIVE/SH	0.00	0.00	181.73	100-121-6101	OFFICE & COMPUTER SUPPLIES	181.73					
FOBUS PDL CUFF/MAG F	0.00	0.00	173.58	100-121-6107	CLOTHING AND UNIFORMS	173.58					
100 PK SOLID BRASS TAC	0.00	0.00	79.98	100-121-6205	VEHICLE MAINTENANCE	79.98					
FRESHSCENT BAR SOAP/	0.00	0.00	38.74	100-121-6104	JANITORIAL SUPPLIES	38.74					
1H3V-Q3XL-PF7Q	RETURN MEMORY FOAM MATTRESS FD	9/1/2024		147891	9/19/2024	-391.60	0.00	0.00	0.00	-391.60	-391.60
RETURN MEMORY FOAM	0.00	0.00	-195.80	100-142-6130	FURNITURE <\$20,000	-195.80					
RETURN MEMORY FOAM	0.00	0.00	-195.80	100-145-6130	FURNITURE<\$20,000	-195.80					
1H7Y-Y1MW-7YNP	MISC SUPPLIES PW	9/30/2024		148062	10/10/2024	5,301.57	0.00	0.00	0.00	5,301.57	5,301.57
DRAW STRING BAGS/PU	0.00	0.00	2,748.65	600-613-6106	MATERIALS AND PARTS	2,748.65					
EAR PROTECTION/AVIAT	0.00	0.00	1,508.97	100-152-6106	MATERIALS AND PARTS	1,508.97					
DRY ERASE BOARD/FILE	0.00	0.00	339.64	100-151-6101	OFFICE & COMPUTER SUPPLIES	339.64					
POST DRIVER/MAGNETS	0.00	0.00	267.99	100-154-6106	MATERIALS AND PARTS	267.99					
LEMONADE/PROPEL PO	0.00	0.00	184.65	100-151-6105	FOOD SUPPLIES	184.65					
DRY ERASE BOARD/STAF	0.00	0.00	136.59	600-611-6101	OFFICE & COMPUTER SUPPLIES	136.59					
AIR FRESHENER/TOILET	0.00	0.00	50.16	100-157-6104	JANITORIAL & CLEANING SUPPLY	50.16					
MONEY COLLECTION BO	0.00	0.00	34.98	100-157-6106	MATERIALS AND PARTS	34.98					
POLE SAW	0.00	0.00	29.94	100-153-6106	MATERIALS AND PARTS	29.94					
1HN9-KXTJ-7WCF	MISC SUPPLIES PD	7/1/2024		147278	7/11/2024	796.97	0.00	0.00	0.00	796.97	796.97
CANON LP E6NH/WASP	0.00	0.00	379.86	100-121-6106	MATERIALS AND PARTS	379.86					
WRITING NOTE PAD/SPI	0.00	0.00	317.99	100-121-6101	OFFICE & COMPUTER SUPPLIES	317.99					
PAPER PLATES/COFFEE C	0.00	0.00	99.12	100-121-6105	FOOD SUPPLIES	99.12					

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Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
1HXX-TFNJ-93YP	RETURN LEVN BLUETOOTH/WIRELESS HEAI	9/30/2024		148120	10/17/2024	-115.98	0.00	0.00	0.00	-115.98	-115.98
	RETURN LEVN BLUETOO	0.00	0.00	100-117-6101	OFFICE & COMPUTER SUPPLIES	-115.98					
1HY9-D9FF-4KJ3	JANUARY 2024 SUPPLIES FH 4/5	2/1/2024		145834	2/15/2024	2,822.46	0.00	0.00	0.00	2,822.46	2,822.46
	HVY DUTY GARAGE ORG	0.00	0.00	100-145-6119	OTHER SUPPLIES	707.68					
	POLY LUMBER SHOWER,	0.00	0.00	100-142-6130	FURNITURE <\$20,000	502.68					
	TIDE PODS/MOP HEAD F	0.00	0.00	100-145-6104	JANITORIAL & CLEANING SUPPLY	419.58					
	INK CARTRIDGE/BADGE	0.00	0.00	100-142-6101	OFFICE & COMPUTER SUPPLIES	271.66					
	TRASH BAGS/HAND SAN	0.00	0.00	100-142-6104	JANITORIAL SUPPLIES	247.94					
	DISH DRYING MAT/1ST F	0.00	0.00	100-142-6119	OTHER SUPPLIES	219.56					
	BADGE HOLDERS/CHALK	0.00	0.00	100-145-6101	OFFICE & COMPUTER SUPPLIES	143.18					
	GRANULATED SUGAR/SI	0.00	0.00	100-142-6105	FOOD SUPPLIES	69.31					
	NON ACID TIRE/WHEEL I	0.00	0.00	100-145-6110	CHEMICAL SUPPLIES	59.44					
	NON ACID TIRE/WHEEL I	0.00	0.00	100-142-6110	CHEMICAL SUPPLIES	59.44					
	COFFEE CREAMER/SWEI	0.00	0.00	100-145-6105	FOOD SUPPLIES	53.31					
	BATTERIES	0.00	0.00	100-145-6106	MATERIALS AND PARTS	43.74					
	BATTERIES	0.00	0.00	100-142-6106	MATERIALS AND PARTS	24.94					
1JDL-YCGR-3GTN	MISC SUPPLIES FD	11/1/2023		145235	11/16/2023	11,632.60	0.00	0.00	0.00	11,632.60	11,632.60
	MISC SUPPLIES FD STATI	0.00	0.00	100-145-6119	OTHER SUPPLIES	4,708.92					
	BEDS/PATIO FURNITURE	0.00	0.00	100-145-6130	FURNITURE<\$20,000	2,629.99					
	MISC CLEANING SUPPLII	0.00	0.00	100-145-6104	JANITORIAL & CLEANING SUPPLY	2,193.32					
	MISC CLEANING SUPPLII	0.00	0.00	100-142-6104	JANITORIAL SUPPLIES	477.24					
	MISC SUPPLIES FD STATI	0.00	0.00	100-145-6106	MATERIALS AND PARTS	243.95					
	JACKET/FLAGBELT	0.00	0.00	100-142-6107	CLOTHING AND UNIFORMS	234.30					
	VEHICLE CLEANER/PART	0.00	0.00	100-142-6205	VEHICLE MAINTENANCE	203.99					
	MED BAGS	0.00	0.00	100-145-6143	FF TOOL PARTS & SUPPLIES	174.82					
	MED BAGS	0.00	0.00	100-142-6143	FF TOOL PARTS AND SUPPLIES	174.81					
	CLEANING CLOTH	0.00	0.00	100-145-6205	VEHICLE MAINTENANCE	161.49					
	SUGAR, CREAMER, PITCI	0.00	0.00	100-145-6105	FOOD SUPPLIES	125.12					
	MISC OFFICE SUPPLIES F	0.00	0.00	100-142-6101	OFFICE & COMPUTER SUPPLIES	114.98					
	MISC OFFICE SUPPLIES F	0.00	0.00	100-145-6101	OFFICE & COMPUTER SUPPLIES	83.50					
	WASP/HORNET SRAY	0.00	0.00	100-145-6206	BUILDING MAINTENANCE	48.37					
	WASP/HORNET SPRAY	0.00	0.00	100-142-6206	BUILDING MAINTENANCE	18.58					
	MIXING BOWLS	0.00	0.00	100-142-6119	OTHER SUPPLIES	14.99					
	WD-40	0.00	0.00	100-142-6204	OTHER EQUIPMENT MAINTENANCE	13.30					
	SUGAR	0.00	0.00	100-142-6105	FOOD SUPPLIES	10.93					
1JGC-N6PF-96KV	MISC COMPUTER SUPPLIES	12/1/2023		145405	12/14/2023	2,268.97	0.00	0.00	0.00	2,268.97	2,268.97
	COMP MOUNT/SSD HAF	0.00	0.00	100-117-6101	OFFICE & COMPUTER SUPPLIES	2,212.30					
	THERMAL PRINTER PAPI	0.00	0.00	100-121-6101	OFFICE & COMPUTER SUPPLIES	76.00					
	PROMOS/DISCOUNTS	0.00	0.00	100-117-6101	OFFICE & COMPUTER SUPPLIES	-19.33					
1JGC-N6PF-GTW4	MISC OFFICE/COMPUTER/JANITORIAL SUPI	12/1/2023		145359	12/7/2023	1,980.29	0.00	0.00	0.00	1,980.29	1,980.29
	PARTS CLEANER	0.00	0.00	100-152-6119	OTHER SUPPLIES	903.97					
	POWER INVERTER X3	0.00	0.00	100-153-6106	MATERIALS AND PARTS	295.23					

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PAPER PLATES/BOWLS/	0.00	0.00	205.54	100-151-6105	FOOD SUPPLIES	205.54					
MARKERS/STICKY NOTE	0.00	0.00	133.56	100-111-6101	OFFICE & COMPUTER SUPPLIES	133.56					
SINGLE BUTTON/2 BUTT	0.00	0.00	117.60	600-614-6106	MATERIALS AND PARTS	117.60					
FLASH DRIVE/INK CARTR	0.00	0.00	93.47	100-151-6101	OFFICE & COMPUTER SUPPLIES	93.47					
FUEL SOLENOID X2	0.00	0.00	80.00	100-121-6204	OTHER EQUIPMENT MAINTENANCE	80.00					
ELF ON THE SHELF	0.00	0.00	48.37	100-115-6398	BANQUETS, DEDICATION, RECEP	48.37					
LABEL MAKER	0.00	0.00	46.18	600-613-6101	OFFICE SUPPLIES	46.18					
HAND SANITIZER	0.00	0.00	27.40	100-157-6104	JANITORIAL & CLEANING SUPPLY	27.40					
STAINLESS STEEL WIRE K	0.00	0.00	19.98	100-151-6106	MATERIALS AND PARTS	19.98					
NON SCRATCH SPONGE	0.00	0.00	8.99	100-157-6104	JANITORIAL & CLEANING SUPPLY	8.99					
1JNQ-Y3RW-74KP	MISC SUPPLIES FD		8/1/2024	147585	8/15/2024	1,665.86	0.00	0.00	0.00	1,665.86	1,665.86
LAUNDRY DET/LYSOL SP	0.00	0.00	288.56	100-145-6104	JANITORIAL & CLEANING SUPPLY	288.56					
HEAVY DUTY WIRE HAN	0.00	0.00	200.47	100-145-6119	OTHER SUPPLIES	200.47					
HEAVY DUTY WIRE HAN	0.00	0.00	200.47	100-142-6119	OTHER SUPPLIES	200.47					
5 GAL BUCKET W/ SCRE	0.00	0.00	153.71	100-142-6143	FF TOOL PARTS AND SUPPLIES	153.71					
5 GAL BUCKET W/SCREV	0.00	0.00	143.12	650-651-6405	VEHICLE EQUIPMENT	143.12					
TIRE SHINE	0.00	0.00	120.66	100-142-6110	CHEMICAL SUPPLIES	120.66					
POLISH WIPES/DISH SOF	0.00	0.00	104.21	100-142-6104	JANITORIAL SUPPLIES	104.21					
5 GAL BUCKET W/SCREV	0.00	0.00	90.69	100-145-6143	FF TOOL PARTS & SUPPLIES	90.69					
PLASTIC ENVELOPE/COP	0.00	0.00	83.84	100-142-6101	OFFICE & COMPUTER SUPPLIES	83.84					
CHARGE GUARD SELECT	0.00	0.00	78.21	100-142-6205	VEHICLE MAINTENANCE	78.21					
SS FLATWARE/DRINKINC	0.00	0.00	49.47	100-145-6105	FOOD SUPPLIES	49.47					
COFFEE CREAMER	0.00	0.00	46.22	100-142-6105	FOOD SUPPLIES	46.22					
PLASTIC ENVELOPE/COP	0.00	0.00	37.65	100-145-6101	OFFICE & COMPUTER SUPPLIES	37.65					
TIRE/WHEEL CLEANER	0.00	0.00	36.46	100-145-6110	CHEMICAL SUPPLIES	36.46					
BATTERIES	0.00	0.00	19.33	100-145-6106	MATERIALS AND PARTS	19.33					
TRUCK CAB CLEARANCE	0.00	0.00	12.79	100-145-6205	VEHICLE MAINTENANCE	12.79					
1JXN-WVTP-7C3J	MISC SUPPLIES PD		8/1/2024	147531	8/8/2024	1,142.40	0.00	0.00	0.00	1,142.40	1,142.40
DRY ERASE BOARD/TON	0.00	0.00	811.54	100-121-6101	OFFICE & COMPUTER SUPPLIES	811.54					
LYSOL DISF SPRAY/WIPE	0.00	0.00	259.91	100-121-6104	JANITORIAL SUPPLIES	259.91					
PAPER PLATES/BOWLS	0.00	0.00	36.66	100-121-6105	FOOD SUPPLIES	36.66					
BATTERIES/CABLE	0.00	0.00	34.29	100-121-6106	MATERIALS AND PARTS	34.29					
1K9P-D4QW-QV6W	RETURN DAMAGED WHEELED HAMPER		1/22/2024	145774	2/8/2024	-73.05	0.00	0.00	0.00	-73.05	-73.05
RETURN DAMAGED WHI	0.00	0.00	-73.05	100-145-6119	OTHER SUPPLIES	-73.05					
1KDR-433V-911N	MISC SUPPLIES HR		9/30/2024	148062	10/10/2024	357.50	0.00	0.00	0.00	357.50	357.50
TONER CART/CALCULAT	0.00	0.00	357.50	100-115-6101	OFFICE & COMPUTER SUPPLIES	357.50					
1KHH-4QJ7-9W9M	MISC SUPPLIES FD 1/2/ADMIN		7/1/2024	147398	7/25/2024	1,363.54	0.00	0.00	0.00	1,363.54	1,363.54
SHOP 24-220/23-171 RL	0.00	0.00	329.29	650-651-6405	VEHICLE EQUIPMENT	329.29					
FLOOR CLEANER/PAPER	0.00	0.00	224.89	100-142-6104	JANITORIAL SUPPLIES	224.89					
AIR FRESH/LAUNDRY PO	0.00	0.00	203.45	100-145-6104	JANITORIAL & CLEANING SUPPLY	203.45					
CLOTHES HANGERS/SCR	0.00	0.00	186.30	100-145-6119	OTHER SUPPLIES	186.30					

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Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
SEAM RIPPER/OIL ABSOI	0.00	0.00	149.48	100-142-6119	OTHER SUPPLIES	149.48					
BLK MRKRS/LAMIN SHEI	0.00	0.00	132.77	100-142-6101	OFFICE & COMPUTER SUPPLIES	132.77					
TIRE SHINE	0.00	0.00	43.99	100-142-6110	CHEMICAL SUPPLIES	43.99					
MATERNITY BOOT CUT F	0.00	0.00	39.98	100-142-6107	CLOTHING AND UNIFORMS	39.98					
COFFEE CREAMER	0.00	0.00	31.17	100-142-6105	FOOD SUPPLIES	31.17					
FILE SET	0.00	0.00	22.22	100-145-6101	OFFICE & COMPUTER SUPPLIES	22.22					
1KLH-1LDL-CGGP	MISC OFFICE SUPPLIES HR	8/1/2024		147652	8/22/2024	249.71	0.00	0.00	0.00	249.71	249.71
TONER CARTRIDGE/PEN	0.00	0.00	249.71	100-115-6101	OFFICE & COMPUTER SUPPLIES	249.71					
1KMW-69PJ-M1V9	RETURN SD MEMORY CARDS HR	7/2/2024		147341	7/18/2024	-9.99	0.00	0.00	0.00	-9.99	-9.99
RETURN SD MEMORY C/	0.00	0.00	-9.99	100-115-6101	OFFICE & COMPUTER SUPPLIES	-9.99					
1KY9-CYCV-3LKW	MISC SUPPLIES FD	6/1/2024		147116	6/20/2024	4,043.22	0.00	0.00	0.00	4,043.22	4,043.22
PAPER TOWELS/TOILET I	0.00	0.00	1,114.57	100-145-6104	JANITORIAL & CLEANING SUPPLY	1,114.57					
CAR DUSTER BRUSH KIT,	0.00	0.00	799.29	100-142-6119	OTHER SUPPLIES	799.29					
TRASH BAGS/MULTI SUF	0.00	0.00	712.32	100-145-6104	JANITORIAL & CLEANING SUPPLY	712.32					
SECUIRTY TAGS/LAUNDI	0.00	0.00	402.21	100-145-6119	OTHER SUPPLIES	402.21					
LETTER OPENER/IPAD C/	0.00	0.00	268.80	100-142-6101	OFFICE & COMPUTER SUPPLIES	268.80					
THE TRAINING OFFICER/	0.00	0.00	145.64	100-142-6102	EDUCATIONAL SUPPLIES	145.64					
BOOTS D.BUCEK	0.00	0.00	133.00	100-145-6107	CLOTHING AND UNIFORMS	133.00					
ROPE RESCUE TECHNIQI	0.00	0.00	95.65	100-145-6102	EDUCATIONAL SUPPLIES	95.65					
RUNNING BOARDS/STEF	0.00	0.00	95.13	650-651-6405	VEHICLE EQUIPMENT	95.13					
COFFEE CREAMER/GATC	0.00	0.00	69.12	100-142-6105	FOOD SUPPLIES	69.12					
DRY ERASE BOARD/3 RIN	0.00	0.00	59.25	100-145-6101	OFFICE & COMPUTER SUPPLIES	59.25					
GATORADE	0.00	0.00	40.24	100-145-6105	FOOD SUPPLIES	40.24					
VEHICLE MAINT L5 AC U	0.00	0.00	39.98	100-142-6205	VEHICLE MAINTENANCE	39.98					
VEHICLE MAINT L1 CAB I	0.00	0.00	39.19	100-142-6205	VEHICLE MAINTENANCE	39.19					
BATTERIES	0.00	0.00	14.64	100-145-6106	MATERIALS AND PARTS	14.64					
PORT AUTH DRY ZONE P	0.00	0.00	14.19	100-142-6107	CLOTHING AND UNIFORMS	14.19					
1KY9-CYCV-4NML	MISC OFFICE SUPPLIES MARKETING/CC	6/1/2024		146987	6/6/2024	132.26	0.00	0.00	0.00	132.26	132.26
HEAVY DUTY POWER STI	0.00	0.00	132.26	100-131-6101	OFFICE & COMPUTER SUPPLIES	132.26					
1L7D-RYYW-4R1M	MISC SUPPLIES FOR CSO,CD,FINANCE	2/1/2024		145774	2/8/2024	412.25	0.00	0.00	0.00	412.25	412.25
BUSH-CABOT L-SHAPED	0.00	0.00	322.00	100-114-6130	FURNITURE<\$20,000	322.00					
BANKER BOXES 12 CT/FI	0.00	0.00	34.39	100-116-6101	OFFICE & COMPUTER SUPPLIES	34.39					
SPIRAL NOTEBOOKS/CD	0.00	0.00	31.87	100-156-6101	OFFICE & COMPUTER SUPPLIES	31.87					
SPACE HEATER/CD	0.00	0.00	23.99	100-111-6119	OTHER SUPPLIES	23.99					
1LGV-9PCR-76TJ	MISC SUPPLIES CSO/CH	8/31/2024		147810	9/13/2024	1,118.74	0.00	0.00	0.00	1,118.74	1,118.74
3 RING BINDERS/POST I	0.00	0.00	554.67	100-114-6101	OFFICE & COMPUTER SUPPLIES	554.67					
COPY PAPER/AIR FRESHI	0.00	0.00	485.72	100-114-6119	OTHER SUPPLIES	485.72					
PAPER PLATES/BOWLS	0.00	0.00	78.35	100-114-6105	FOOD SUPPLIES	78.35					
1LH6-KNP3-CWCL	MISC OFFICE/COMPUTER SUPPLIES - FIN	12/1/2023		145359	12/7/2023	127.60	0.00	0.00	0.00	127.60	127.60
PENS/POST ITS/MOUSE	0.00	0.00	112.61	100-116-6101	OFFICE & COMPUTER SUPPLIES	112.61					

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LAPTOP SLEEVE BAG	0.00	0.00	14.99	100-156-6101	OFFICE & COMPUTER SUPPLIES	14.99					
1LKV-47XC-9L17	MISC OFFICE SUPPLIES/GIFTS FOR XMAS P/12/1/2023			145405	12/14/2023	717.02	0.00	0.00	0.00	717.02	717.02
BLACKSTONE GRILL/APP	0.00	0.00	624.82	100-115-6398	BANQUETS, DEDICATION, RECEP	624.82					
BUSINESS CARDS/WALL	0.00	0.00	92.20	100-115-6101	OFFICE & COMPUTER SUPPLIES	92.20					
1LMC-PGTG-C6D3	MISC SUPPLIES MKTG		9/30/2024	148120	10/17/2024	807.82	0.00	0.00	0.00	807.82	807.82
ARROW SIGNS/CABLES/I	0.00	0.00	462.38	240-243-6119	OTHER SUPPLIES	462.38					
BOOKMARKS/STREAMEI	0.00	0.00	345.44	240-243-6119	OTHER SUPPLIES	345.44					
1LXD-K67M-FJTJ	MISC SUPPLIES CD/BLDG DIV		5/1/2024	146699	5/16/2024	183.95	0.00	0.00	0.00	183.95	183.95
BLUETOOTH KEYBOARD,	0.00	0.00	90.52	100-156-6101	OFFICE & COMPUTER SUPPLIES	90.52					
BOOK TABS/BINDER DIV	0.00	0.00	85.45	100-112-6101	OFFICE AND COMPUTER SUPPLIES	85.45					
DESK CALENDAR 2024-2	0.00	0.00	7.98	100-111-6101	OFFICE & COMPUTER SUPPLIES	7.98					
1M6M-XY47-9VNW	MISC SUPPLIES MARKETING		3/12/2024	146161	3/14/2024	445.23	0.00	0.00	0.00	445.23	445.23
VALENTINE TREAT BAGS	0.00	0.00	245.88	100-131-6119	OTHER SUPPLIES	245.88					
FACE STICKERS/FAVOR S	0.00	0.00	115.94	240-241-6119	OTHER SUPPLIES	115.94					
VALENTINES LOLLIPOPS,	0.00	0.00	35.70	100-131-6105	FOOD SUPPLIES	35.70					
HANGING FILE FOLDERS	0.00	0.00	27.72	240-243-6101	OFFICE & COMPUTER SUPPLIES	27.72					
UNDER DOOR DRAFT ST	0.00	0.00	19.99	100-131-6101	OFFICE & COMPUTER SUPPLIES	19.99					
1MCR-XMK1-NPJT	MISC SUPPLIES IT		9/5/2024	147775	9/5/2024	2,159.99	0.00	0.00	0.00	2,159.99	2,159.99
USB FLASH DRIVE/WIRLI	0.00	0.00	769.45	100-121-6101	OFFICE & COMPUTER SUPPLIES	769.45					
WIRELESS HIGH SPEED P	0.00	0.00	599.99	100-119-6329	OTHER SERVICES	599.99					
REMOTE CONTROL/PAS:	0.00	0.00	390.17	100-117-6101	OFFICE & COMPUTER SUPPLIES	390.17					
DIRECT THERMAL RECEI	0.00	0.00	225.39	230-122-6101	OFFICE & COMPUTER SUPPLIES	225.39					
WIRELESS TRANSMITTEF	0.00	0.00	174.99	100-131-6101	OFFICE & COMPUTER SUPPLIES	174.99					
1MF1-9MT9-GNVV	RETURN PLANNER HR		9/30/2024	148062	10/10/2024	-22.90	0.00	0.00	0.00	-22.90	-22.90
RETURN PLANNER HR	0.00	0.00	-22.90	100-115-6101	OFFICE & COMPUTER SUPPLIES	-22.90					
1MHK-KCNM-TKV4	MISC SUPPLIES FOR PW		1/1/2024	145555	1/11/2024	2,158.44	0.00	0.00	0.00	2,158.44	2,158.44
30" STOP SIGNS LED FLA	0.00	0.00	1,566.04	100-154-6106	MATERIALS AND PARTS	1,566.04					
COFFE STICKS/STRAWS/	0.00	0.00	376.38	100-151-6105	FOOD SUPPLIES	376.38					
PENS/PRINTERHEAD REF	0.00	0.00	127.74	100-151-6101	OFFICE & COMPUTER SUPPLIES	127.74					
PELICAN VAULT CASE W	0.00	0.00	49.95	600-613-6106	MATERIALS AND PARTS	49.95					
SAMSUNG SMART TRAC	0.00	0.00	26.34	600-612-6106	MATERIALS AND PARTS	26.34					
CERTIFICATE FRAME	0.00	0.00	11.99	600-611-6101	OFFICE & COMPUTER SUPPLIES	11.99					
1MHK-KCNM-V9PN	MISC SUPPLIES FOR FD 1/2/ADMIN		1/1/2024	145678	1/25/2024	3,474.06	0.00	0.00	0.00	3,474.06	3,474.06
2 SHELF UTILITY/SERVIC	0.00	0.00	855.28	100-145-6130	FURNITURE<\$20,000	855.28					
HAND SOAP/AIR FRESHE	0.00	0.00	845.97	100-145-6104	JANITORIAL & CLEANING SUPPLY	845.97					
CARWASH BRUSH HEAD	0.00	0.00	332.22	100-145-6119	OTHER SUPPLIES	332.22					
LAUNDRY DET/HAND TC	0.00	0.00	327.21	100-142-6104	JANITORIAL SUPPLIES	327.21					
CAR DUSTER BRUSH KIT,	0.00	0.00	284.00	100-142-6119	OTHER SUPPLIES	284.00					
LAWN MRKG FLAGS/PAI	0.00	0.00	210.92	100-142-6106	MATERIALS AND PARTS	210.92					
PETZL INT'L ENERGY ABS	0.00	0.00	150.78	100-142-6337	TRAINING	150.78					

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Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
PETZL INT'L ENERGY ABS	0.00	0.00	150.78	100-145-6337	TRAINING	150.78					
TIRE SHINE SOLVENT/RII	0.00	0.00	68.27	100-142-6110	CHEMICAL SUPPLIES	68.27					
CLOTH NAPKINS/PEAR/C	0.00	0.00	52.28	100-145-6398	BANQUETS,DEDICATIONS & RECEP1	52.28					
PEARL/CLEAR GEL BEAD	0.00	0.00	52.24	100-142-6398	BANQUETS, DEDICATIONS & RECEP	52.24					
BATTERIES	0.00	0.00	46.47	100-145-6106	MATERIALS AND PARTS	46.47					
TIRE SHINE SOLVENT	0.00	0.00	43.99	100-145-6110	CHEMICAL SUPPLIES	43.99					
COFFEE CREAMER	0.00	0.00	32.18	100-145-6105	FOOD SUPPLIES	32.18					
EXPANDING FILE FOLDEI	0.00	0.00	13.99	100-142-6101	OFFICE & COMPUTER SUPPLIES	13.99					
COFFEE STIR STICKS	0.00	0.00	7.48	100-142-6105	FOOD SUPPLIES	7.48					
1MKM-WT7G-DDT1	MISC SUPPLIES MARKETING/CC	8/1/2024		147810	9/13/2024	1,308.96	0.00	0.00	0.00	1,308.96	1,308.96
HARRY POTTER JOURNA	0.00	0.00	451.77	240-241-6119	OTHER SUPPLIES	451.77					
2 MONTH WALL CALENE	0.00	0.00	373.80	240-243-6130	FURNITURE < \$20,000	373.80					
MAGNET HANGING FRA	0.00	0.00	176.43	240-243-6101	OFFICE & COMPUTER SUPPLIES	176.43					
HARRY POTTER BDAY FA	0.00	0.00	146.69	100-131-6101	OFFICE & COMPUTER SUPPLIES	146.69					
LIGHT UP MAGIC WAND	0.00	0.00	117.98	100-131-6105	FOOD SUPPLIES	117.98					
SIDEWALK CHALK	0.00	0.00	29.95	240-243-6119	OTHER SUPPLIES	29.95					
BLUE PANDA GOLD PAS	0.00	0.00	12.34	100-119-6340	SPECIAL EVENTS	12.34					
1MRP-JLVJ-RMRX	RETURN CHRISTMAS TWINKLES SNOW FAK 12/1/2023			145512	1/4/2024	-11.99	0.00	0.00	0.00	-11.99	-11.99
RETURN CHRISTMAS TW	0.00	0.00	-11.99	100-115-6398	BANQUETS, DEDICATION, RECEP	-11.99					
1MTM-W4DL-1V49	RETURN LED WORKGROUP SCANNER IT 9/4/2024			148007	10/3/2024	-695.00	0.00	0.00	0.00	-695.00	-695.00
RETURN LED WORKGRO	0.00	0.00	-695.00	100-119-6101	OFFICE & COMPUTER SUPPLIES	-695.00					
1MVJ-YFD9-WYDV	PRINTER/MISC COMPUTER SUPPLIES IT 1/1/2024			145555	1/11/2024	811.93	0.00	0.00	0.00	811.93	811.93
PRINTER FOR FS4	0.00	0.00	469.98	100-145-6101	OFFICE & COMPUTER SUPPLIES	469.98					
MISC COMPUTER SUPPL	0.00	0.00	341.95	100-117-6101	OFFICE & COMPUTER SUPPLIES	341.95					
1MVM-9JV1-T7F4	RETURN CHRISTMAS TWINKLES SNOW FAK 12/6/2023			145512	1/4/2024	-16.99	0.00	0.00	0.00	-16.99	-16.99
RETURN CHRISTMAS TW	0.00	0.00	-16.99	100-115-6398	BANQUETS, DEDICATION, RECEP	-16.99					
1MWY-6Q4R-7193	RETURN 4PC PRINthead REPL PRTR HEAD 1/1/2024			145678	1/25/2024	-33.30	0.00	0.00	0.00	-33.30	-33.30
RETURN 4PC PRINthead	0.00	0.00	-33.30	100-156-6101	OFFICE & COMPUTER SUPPLIES	-33.30					
1MY6-CNV1-Q96M	RETURN LUMEN BRIGHT BIKE LIGHTS 6/9/2024			147047	6/13/2024	-35.99	0.00	0.00	0.00	-35.99	-35.99
RETURN LUMEN BRIGHT	0.00	0.00	-35.99	100-121-6106	MATERIALS AND PARTS	-35.99					
1MYP-M4TL-FMPQ	RETURN BACKWASH HOSE 9/30/2024			148062	10/10/2024	-196.95	0.00	0.00	0.00	-196.95	-196.95
RETURN BACKWASH HO	0.00	0.00	-196.95	600-613-6106	MATERIALS AND PARTS	-196.95					
1ND9-PX66-LXQH	OFFICE SUPPLIES FINANCE/CD/BLDG/PERM9/1/2024			147891	9/19/2024	985.65	0.00	0.00	0.00	985.65	985.65
SP NOTEBOOK/POST NC	0.00	0.00	569.79	100-112-6101	OFFICE AND COMPUTER SUPPLIES	569.79					
DRY ERASER/WALL FILE	0.00	0.00	216.46	100-116-6101	OFFICE & COMPUTER SUPPLIES	216.46					
POST IT NOTES/FILE FOL	0.00	0.00	199.40	100-156-6101	OFFICE & COMPUTER SUPPLIES	199.40					
1NHP-9PWH-97W9	CHOROX MULTI-PURPOSE PAPER TOWEL V2/1/2024			145774	2/8/2024	30.06	0.00	0.00	0.00	30.06	30.06
CHOROX MULTI-PURPO:	0.00	0.00	30.06	100-131-6104	JANITORIAL SUPPLIES	30.06					
1NJ3-6VT9-XRDD	MISC SUPPLIES PD 4/1/2024			146322	4/4/2024	1,298.16	0.00	0.00	0.00	1,298.16	1,298.16

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Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
SD MEMORY CARD/LOC	0.00	0.00	395.53	100-121-6101	OFFICE & COMPUTER SUPPLIES	395.53					
TRAUMA EMERGENCY S	0.00	0.00	313.42	100-121-6107	CLOTHING AND UNIFORMS	313.42					
CRIME SCENE INVESTIG/	0.00	0.00	191.78	100-121-6102	EDUCATIONAL SUPPLIES	191.78					
CAMERA FLASH SPEEDLI	0.00	0.00	136.96	100-121-6106	MATERIALS AND PARTS	136.96					
WOMENS BOOTS B.COC	0.00	0.00	129.99	100-121-6107	CLOTHING AND UNIFORMS	129.99					
PAPER PLATES/INSULAT	0.00	0.00	104.54	100-121-6105	FOOD SUPPLIES	104.54					
HEADSET BUDDY AGENT	0.00	0.00	25.94	100-121-6337	TRAINING	25.94					
1NKM-CRPP-7G6K	MISC IT SUPPLIES		3/1/2024	146161	3/14/2024	2,652.14	0.00	0.00	0.00	2,652.14	2,652.14
MONITORS/FS4 PRINTEF	0.00	0.00	2,652.14	100-117-6101	OFFICE & COMPUTER SUPPLIES	2,652.14					
1NKM-CRPP-GJ9V	RETURN PELICAN 1200 CASE WITH FOAM		3/1/2024	146082	3/7/2024	-76.95	0.00	0.00	0.00	-76.95	-76.95
RETURN PELICAN 1200 C	0.00	0.00	-76.95	100-121-6106	MATERIALS AND PARTS	-76.95					
1NKM-CRPP-H3LJ	RETURN BATTERY OPERATED CANDLES		3/1/2024	146322	4/4/2024	-63.99	0.00	0.00	0.00	-63.99	-63.99
RETURN BATTERY OPER,	0.00	0.00	-31.99	100-142-6398	BANQUETS, DEDICATIONS & RECEP	-31.99					
RETURN BATTERY OPER,	0.00	0.00	-32.00	100-145-6398	BANQUETS,DEDICATIONS & RECEP1	-32.00					
1NKN-CYLN-C6DD	MISC MARKETING SUPPLIES OCT 2023		11/1/2023	145165	11/10/2023	471.33	0.00	0.00	0.00	471.33	471.33
FUNNEL/MIXER	0.00	0.00	112.24	100-131-6105	FOOD SUPPLIES	112.24					
FLAGS/LEAVES/CABLE PI	0.00	0.00	83.90	240-243-6119	OTHER SUPPLIES	83.90					
LIGHTS/DECORATIONS/(	0.00	0.00	79.77	240-241-6119	OTHER SUPPLIES	79.77					
PARTY FAVORS/TATOOS	0.00	0.00	57.95	240-243-6358	OTHER TOURISM EXPENDITURES	57.95					
DEPOT CLEANING SUPPI	0.00	0.00	55.35	240-240-6342	DEPOT MUSEUM	55.35					
MARKETING OFFICE SUP	0.00	0.00	43.18	240-243-6101	OFFICE & COMPUTER SUPPLIES	43.18					
MICROPHONES/CABLES	0.00	0.00	38.94	240-241-6358	OTHER TOURISM EXPENDITURE	38.94					
1NLQ-X3WM-F494	MISC SUPPLIES IT		9/30/2024	148062	10/10/2024	1,120.89	0.00	0.00	0.00	1,120.89	1,120.89
CANON COLOR IMAGE C	0.00	0.00	599.00	100-121-6106	MATERIALS AND PARTS	599.00					
WIRELESS/BLUETOOTH I	0.00	0.00	521.89	100-117-6101	OFFICE & COMPUTER SUPPLIES	521.89					
1NNG-FPW9-71TH	RETURN DESK ORGANIZER PW		9/10/2024	147810	9/13/2024	-25.99	0.00	0.00	0.00	-25.99	-25.99
RETURN DESK ORGANIZI	0.00	0.00	-25.99	100-151-6101	OFFICE & COMPUTER SUPPLIES	-25.99					
1NRY-NNVV-KXFT	OFFICE SUPPLIES HR		9/1/2024	147810	9/13/2024	117.97	0.00	0.00	0.00	117.97	117.97
TONER CARTRIDGE/MAF	0.00	0.00	117.97	100-115-6101	OFFICE & COMPUTER SUPPLIES	117.97					
1NWV-G7YC-FMHL	MISC SUPPLIES PD		5/1/2024	146653	5/9/2024	420.46	0.00	0.00	0.00	420.46	420.46
MEN'S TACTICAL BOOT /	0.00	0.00	99.95	100-121-6107	CLOTHING AND UNIFORMS	99.95					
COFFEE STIRRERS/INSUL	0.00	0.00	85.53	100-121-6105	FOOD SUPPLIES	85.53					
AERIAL TARGET MAPPIN	0.00	0.00	79.99	100-121-6106	MATERIALS AND PARTS	79.99					
BLK PIC FRAMES/2 IN BII	0.00	0.00	73.28	100-121-6101	OFFICE & COMPUTER SUPPLIES	73.28					
3 30 PIECE POLICE MOU	0.00	0.00	43.17	100-121-6107	CLOTHING AND UNIFORMS	43.17					
TABLE COVER	0.00	0.00	22.99	100-121-6119	OTHER SUPPLIES	22.99					
CITRIS AIR FRESHENER S	0.00	0.00	15.55	100-121-6104	JANITORIAL SUPPLIES	15.55					
1P66-XX63-MGDQ	RETURN PEN ORGANIZER CASE HR		7/2/2024	147341	7/18/2024	-5.80	0.00	0.00	0.00	-5.80	-5.80
RETURN PEN ORGANIZE	0.00	0.00	-5.80	100-115-6101	OFFICE & COMPUTER SUPPLIES	-5.80					
1P6P-CTGF-GC13	RETURN P&G PROF CLEANER FOR FLOORS		3/1/2024	146322	4/4/2024	-56.76	0.00	0.00	0.00	-56.76	-56.76

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Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
RETURN P&G PROF CLE/	0.00	0.00	-56.76	100-142-6104	JANITORIAL SUPPLIES	-56.76					
1P7W-LCGT-X4CR	OFFICE SUPPLIES HR		4/1/2024	146399	4/12/2024	133.76	0.00	0.00	0.00	133.76	133.76
PAPER CLIPS/FILE FOLDE	0.00	0.00	133.76	100-115-6101	OFFICE & COMPUTER SUPPLIES	133.76					
1PC7-96RV-6TT4	RETURN STORAGE BASKET PW		9/10/2024	147810	9/13/2024	-9.99	0.00	0.00	0.00	-9.99	-9.99
RETURN STORAGE BASK	0.00	0.00	-9.99	100-151-6101	OFFICE & COMPUTER SUPPLIES	-9.99					
1PD1-QWXX-DV7W	OFFICE SUPPLIES FOR COMMUNITY DEVEL		3/1/2024	146399	4/12/2024	44.56	0.00	0.00	0.00	44.56	44.56
PORTABLE FOOT REST/P	0.00	0.00	29.24	100-112-6101	OFFICE AND COMPUTER SUPPLIES	29.24					
GOLD BLANK AWARD CE	0.00	0.00	15.32	100-156-6101	OFFICE & COMPUTER SUPPLIES	15.32					
1PD1-QWXX-GJYJ	RETURN 3 ROUND RING BINDERS		3/1/2024	146082	3/7/2024	-35.08	0.00	0.00	0.00	-35.08	-35.08
RETURN 3 ROUND RING	0.00	0.00	-35.08	100-114-6101	OFFICE & COMPUTER SUPPLIES	-35.08					
1PG9-DYFF-1YRF	LYSOL DISINFECT SPRAY 12CT.		4/1/2024	146653	5/9/2024	-66.25	0.00	0.00	0.00	-66.25	-66.25
LYSOL DISINFECT SPRAY	0.00	0.00	-66.25	100-121-6104	JANITORIAL SUPPLIES	-66.25					
1PJ1-3VQL-CWRM	MISC SUPPLIES PW		2/1/2024	145834	2/15/2024	2,295.87	0.00	0.00	0.00	2,295.87	2,295.87
12 VOLT BAT CHGR/HEA	0.00	0.00	589.98	100-152-6106	MATERIALS AND PARTS	589.98					
2 OFFICE CHAIRS	0.00	0.00	570.86	100-157-6130	FURNITURE<\$20,000	570.86					
LASER/PHONE CHARGE	0.00	0.00	558.33	100-154-6106	MATERIALS AND PARTS	558.33					
CUPS/SPOONS/FORKS/F	0.00	0.00	266.57	600-611-6105	FOOD SUPPLIES	266.57					
20 PK SHEAR PINS KIT/KI	0.00	0.00	101.58	100-157-6106	MATERIALS AND PARTS	101.58					
EXPANDING FILE FOLDEI	0.00	0.00	58.32	600-611-6101	OFFICE & COMPUTER SUPPLIES	58.32					
TABLE FOR MAYOR	0.00	0.00	49.59	100-157-6130	FURNITURE<\$20,000	49.59					
BARCODE SCANNER	0.00	0.00	36.99	600-612-6101	OFFICE & COMPUTER SUPPLIES	36.99					
PENS/PEN HOLDER	0.00	0.00	19.76	100-151-6101	OFFICE & COMPUTER SUPPLIES	19.76					
TUMS	0.00	0.00	15.94	600-611-6119	OTHER SUPPLIES	15.94					
LYSOL WIPES	0.00	0.00	14.97	100-157-6104	JANITORIAL & CLEANING SUPPLY	14.97					
AIR FRYER LINERS	0.00	0.00	12.98	100-157-6105	FOOD SUPPLIES	12.98					
1PQL-KKQD-6XN3	MISC SUPPLIES MARKETING/CC		8/31/2024	147810	9/13/2024	1,953.02	0.00	0.00	0.00	1,953.02	1,953.02
KENMORE REFRIGERATC	0.00	0.00	953.51	100-131-6105	FOOD SUPPLIES	953.51					
WIRELESS MICROPHONE	0.00	0.00	539.00	240-243-6119	OTHER SUPPLIES	539.00					
OFFICE CHAIR ERGONON	0.00	0.00	258.98	240-243-6130	FURNITURE < \$20,000	258.98					
AIR FRESHENER/COPY P.	0.00	0.00	91.60	240-243-6101	OFFICE & COMPUTER SUPPLIES	91.60					
FACE PAINT/BEACH STEI	0.00	0.00	78.80	100-119-6340	SPECIAL EVENTS	78.80					
MARKING PENS/INFLAT/	0.00	0.00	31.13	100-131-6101	OFFICE & COMPUTER SUPPLIES	31.13					
1PQR-YY3K-7FQK	OFFICE SUPPLIES FOR FINANCE		6/1/2024	146987	6/6/2024	114.77	0.00	0.00	0.00	114.77	114.77
FILE FOLDERS/PAPER CL	0.00	0.00	79.41	100-116-6101	OFFICE & COMPUTER SUPPLIES	79.41					
BLANK AWARD CERT/DII	0.00	0.00	35.36	100-112-6101	OFFICE AND COMPUTER SUPPLIES	35.36					
1PVJ-94LL-1R44	OFFICE SUPPLIES HR		6/1/2024	147047	6/13/2024	181.87	0.00	0.00	0.00	181.87	181.87
TONER CARTRIDGE	0.00	0.00	103.88	100-115-6101	OFFICE & COMPUTER SUPPLIES	103.88					
SMALL COMPUTER DESK	0.00	0.00	77.99	100-115-6101	OFFICE & COMPUTER SUPPLIES	77.99					
1PY4-J6K4-7J64	RETURN USB C PIGTAIL CABLES		11/30/2023	145405	12/14/2023	-7.99	0.00	0.00	0.00	-7.99	-7.99

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RETURN USB C PIGTAIL (0.00	0.00	-7.99	100-117-6101	OFFICE & COMPUTER SUPPLIES	-7.99					
1Q3C-TK3G-6YGH	RETURN PEN HOLDER PW		9/10/2024	147810	9/13/2024	-9.79	0.00	0.00	0.00	-9.79	-9.79
RETURN PEN HOLDER PW	0.00	0.00	-9.79	100-151-6101	OFFICE & COMPUTER SUPPLIES	-9.79					
1QHf-TMVH-KKQT	MISC SUPPLIES FD STATION 1/2/4/5/ADMII9/1/2024			147891	9/19/2024	4,848.02	0.00	0.00	0.00	4,848.02	4,848.02
MEMORY FOAM MATTR	0.00	0.00	1,432.12	100-145-6130	FURNITURE<\$20,000	1,432.12					
MEMORY FOAM MATTR	0.00	0.00	1,430.55	100-142-6130	FURNITURE <\$20,000	1,430.55					
MULTI SURF CLNR/TRAS	0.00	0.00	843.06	100-145-6104	JANITORIAL & CLEANING SUPPLY	843.06					
DRYER SHEETS/DET PAC	0.00	0.00	417.96	100-142-6104	JANITORIAL SUPPLIES	417.96					
DRY ERASE MRKRS/ERSF	0.00	0.00	186.67	100-142-6101	OFFICE & COMPUTER SUPPLIES	186.67					
DRY ERASE MRKRS/ERSF	0.00	0.00	139.41	100-145-6101	OFFICE & COMPUTER SUPPLIES	139.41					
VALVE SPIGOTS/WEBB S	0.00	0.00	104.47	100-145-6119	OTHER SUPPLIES	104.47					
CARWASH BRUSH HEAD	0.00	0.00	83.11	100-142-6119	OTHER SUPPLIES	83.11					
BATTERIES	0.00	0.00	71.78	100-142-6106	MATERIALS AND PARTS	71.78					
GATORADE POWDER ST	0.00	0.00	67.15	100-145-6105	FOOD SUPPLIES	67.15					
SILICONE FREE DRESSIN	0.00	0.00	39.40	100-142-6110	CHEMICAL SUPPLIES	39.40					
BATTERIES	0.00	0.00	32.34	100-145-6106	MATERIALS AND PARTS	32.34					
1QM9-YKJY-LTD3	OFFICE SUPPLIES FINANCE		7/1/2024	147341	7/18/2024	522.23	0.00	0.00	0.00	522.23	522.23
COPY PAPER	0.00	0.00	276.11	100-119-6101	OFFICE & COMPUTER SUPPLIES	276.11					
WALL CALENDAR/CALCL	0.00	0.00	228.13	100-116-6101	OFFICE & COMPUTER SUPPLIES	228.13					
SHOE COVER DISPOSALS	0.00	0.00	17.99	100-112-6119	OTHER SUPPLIES	17.99					
1QP4-7DHL-6VNJ	MISC OFFICE/KITCHEN SUPPLIES/TRAIL RID 2/1/2024			145774	2/8/2024	1,111.73	0.00	0.00	0.00	1,111.73	1,111.73
COPY PAPER/SHREDDER	0.00	0.00	459.66	100-119-6101	OFFICE & COMPUTER SUPPLIES	459.66					
SLAP BRACELETS/BAND/	0.00	0.00	348.84	100-113-6398	BANQUETS, DEDICATION, RECEP	348.84					
PLASIC TAB DIVIDERS/3	0.00	0.00	119.66	100-114-6371	ELECTION SERVICES	119.66					
SCOTCH TAPE/SPIRAL N	0.00	0.00	116.94	100-114-6101	OFFICE & COMPUTER SUPPLIES	116.94					
AIR FRESHENER/LIQUID	0.00	0.00	28.86	100-114-6104	JANITORIAL & CLEANING SUPPLY	28.86					
WHOLE EARTH/STEVIA/I	0.00	0.00	20.58	100-114-6105	FOOD SUPPLIES	20.58					
KLEENEX FACIAL TISSUE!	0.00	0.00	17.19	100-114-6119	OTHER SUPPLIES	17.19					
1QRJ-19RQ-4HHH	RETURN PORT AUTH LADIES DRY ZONE POL5/17/2024			147116	6/20/2024	-13.30	0.00	0.00	0.00	-13.30	-13.30
RETURN PORT AUTH LAI	0.00	0.00	-13.30	100-142-6107	CLOTHING AND UNIFORMS	-13.30					
1R9T-GY93-FKQC	MISC SUPPLIES CSO/ARCHIVIST SUPPLIES 9/30/2024			148062	10/10/2024	912.69	0.00	0.00	0.00	912.69	912.69
COPY PAPER	0.00	0.00	402.91	100-119-6101	OFFICE & COMPUTER SUPPLIES	402.91					
ARCHVIST/CUTTING MA	0.00	0.00	256.98	100-119-6329	OTHER SERVICES	256.98					
SHARPIES/KNIFE SET/GE	0.00	0.00	90.15	100-114-6101	OFFICE & COMPUTER SUPPLIES	90.15					
HOT COCOA PACKS/SWI	0.00	0.00	77.60	100-114-6105	FOOD SUPPLIES	77.60					
ASST'D BULK CHOCOLAT	0.00	0.00	67.56	100-113-6105	FOOD SUPPLIES	67.56					
DISHWASHING SOAP	0.00	0.00	17.49	100-114-6104	JANITORIAL & CLEANING SUPPLY	17.49					
1RD6-177V-DP1Y	OFFICE/JANITORIAL SUPPLIES CITY CHRISTM12/1/2023			145405	12/14/2023	1,240.76	0.00	0.00	0.00	1,240.76	1,240.76
ELF DOLL/GIFT BOXES/T	0.00	0.00	478.83	100-115-6398	BANQUETS, DEDICATION, RECEP	478.83					
MESH BACK STACKING P	0.00	0.00	407.94	100-114-6130	FURNITURE<\$20,000	407.94					
OFFICE CHAIR MAT/BUL	0.00	0.00	246.96	100-122-6101	OFFICE & COMPUTER SUPPLIES	246.96					

Vendor History Report

Posting Date Range 10/01/2023 - 09/30/2024

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
PLASTIC FORKS/SPOONS	0.00	0.00	59.87	100-114-6105	FOOD SUPPLIES	59.87					
BATTERIES/SPORT HEAD	0.00	0.00	27.98	100-114-6101	OFFICE & COMPUTER SUPPLIES	27.98					
FEBREEZE AIR FRESHNEF	0.00	0.00	19.18	100-114-6104	JANITORIAL & CLEANING SUPPLY	19.18					
1RFH-YDWN-QVYC	RETURN LUMEN BRIGHT BIKE LIGHTS	6/9/2024		147047	6/13/2024	-35.99	0.00	0.00	0.00	-35.99	-35.99
	RETURN LUMEN BRIGHT		0.00	0.00	-35.99	100-121-6106	MATERIALS AND PARTS			-35.99	
1RL1-YYNJ-6GYW	CREDIT FOR GRANULATED SUGAR NOT REC2/1/2024			145834	2/15/2024	-14.21	0.00	0.00	0.00	-14.21	-14.21
	CREDIT FOR GRANULATI		0.00	0.00	-14.21	100-142-6105	FOOD SUPPLIES			-14.21	
1RXX-7FH4-JMN4	RETURN TONER CARTRIDGE HR	6/15/2024		147278	7/11/2024	-49.99	0.00	0.00	0.00	-49.99	-49.99
	RETURN TONER CARTRII		0.00	0.00	-49.99	100-115-6101	OFFICE & COMPUTER SUPPLIES			-49.99	
1TPK-GYMJ-343Q	OFFICE SUPPLIES FOR COMMUNITY DEVEL(4/1/2024			146399	4/12/2024	199.55	0.00	0.00	0.00	199.55	199.55
	BINDERS/STICKY NOTES,		0.00	0.00	123.15	100-156-6101	OFFICE & COMPUTER SUPPLIES			123.15	
	PLASTIC TABS/1IN BINDI		0.00	0.00	43.41	100-112-6101	OFFICE AND COMPUTER SUPPLIES			43.41	
	YELLOW TONER CARTRII		0.00	0.00	32.99	100-116-6101	OFFICE & COMPUTER SUPPLIES			32.99	
1TPK-GYMJ-4WYY	RACK MOUNT FOR SERVER	4/1/2024		146653	5/9/2024	-61.99	0.00	0.00	0.00	-61.99	-61.99
	RACK MOUNT FOR SERV		0.00	0.00	-61.99	100-117-6101	OFFICE & COMPUTER SUPPLIES			-61.99	
1TWR-KYC1-JXRT	MISC SUPPLIES CSO	9/1/2024		147961	9/25/2024	4,469.14	0.00	0.00	0.00	4,469.14	4,469.14
	ARCH FILE FOLDERS/STC		0.00	0.00	3,409.43	100-119-6329	OTHER SERVICES			3,409.43	
	DESK ORG/FILE FOLDER		0.00	0.00	556.73	100-114-6101	OFFICE & COMPUTER SUPPLIES			556.73	
	MICROWAVE OVEN/MIC		0.00	0.00	483.60	100-114-6105	FOOD SUPPLIES			483.60	
	COUGH DROPS		0.00	0.00	19.38	100-114-6119	OTHER SUPPLIES			19.38	
1V4J-33M6-NCGT	RETURN DESK CALENDAR CD	9/1/2024		147961	9/25/2024	-12.75	0.00	0.00	0.00	-12.75	-12.75
	RETURN DESK CALEND		0.00	0.00	-12.75	100-112-6101	OFFICE AND COMPUTER SUPPLIES			-12.75	
1V63-9T61-CNN1	RETURN AVERY 8 TAB DIVIDERS PD	9/5/2024		147810	9/13/2024	-20.90	0.00	0.00	0.00	-20.90	-20.90
	RETURN AVERY 8 TAB DI		0.00	0.00	-20.90	100-121-6101	OFFICE & COMPUTER SUPPLIES			-20.90	
1VKQ-K6DC-DMWJ	RETURN LED FLASHING STOP SIGNS X2	12/5/2023		145405	12/14/2023	-1,502.12	0.00	0.00	0.00	-1,502.12	-1,502.12
	RETURN LED FLASHING :		0.00	0.00	-1,502.12	100-154-6106	MATERIALS AND PARTS			-1,502.12	
1VQT-CKDR-H4T3	RETURN FOBUS PDL CUFF/MAG FOR GLK/H12/1/2023			145405	12/14/2023	-86.79	0.00	0.00	0.00	-86.79	-86.79
	RETURN FOBUS PDL CUF		0.00	0.00	-86.79	100-117-6107	CLOTHING AND UNIFORMS			-86.79	
1VT7-MF9J-XYX6	MISC SUPPLIES MARKETING	4/1/2024		146322	4/4/2024	438.27	0.00	0.00	0.00	438.27	438.27
	OFFICE ERGONOMIC CH		0.00	0.00	159.99	240-243-6130	FURNITURE < \$20,000			159.99	
	PLASTIC EGGS/BALLOON		0.00	0.00	99.91	240-241-6119	OTHER SUPPLIES			99.91	
	ROLLING LAUNDRY HAM		0.00	0.00	79.99	100-131-6119	OTHER SUPPLIES			79.99	
	GLOW STICKS		0.00	0.00	56.58	240-243-6119	OTHER SUPPLIES			56.58	
	MEASURING WHEEL		0.00	0.00	24.87	240-243-6119	OTHER SUPPLIES			24.87	
	POCKETS MINI ORGANIZ		0.00	0.00	16.93	240-243-6101	OFFICE & COMPUTER SUPPLIES			16.93	
1W34-RDNT-1T4X	MISC SUPPLIES PW	4/1/2024		146500	4/25/2024	2,382.30	0.00	0.00	0.00	2,382.30	2,382.30
	SMART TAG/JUNCTION I		0.00	0.00	781.40	600-613-6106	MATERIALS AND PARTS			781.40	
	GREASE		0.00	0.00	429.87	600-614-6106	MATERIALS AND PARTS			429.87	
	GATORADE/PROPEL		0.00	0.00	388.40	600-611-6105	FOOD SUPPLIES			388.40	

Vendor History Report

Posting Date Range 10/01/2023 - 09/30/2024

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
OFFICE CHAIR NOLAN K.	0.00	0.00	268.28	100-157-6130	FURNITURE<\$20,000	268.28					
AERATION PUMP FOR PI	0.00	0.00	219.99	100-153-6207	SYSTEM MAINTENANCE	219.99					
12 PK LED BULBS	0.00	0.00	133.89	100-157-6206	BUILDING MAINTENANCE	133.89					
GLASS TOUCH PANEL	0.00	0.00	87.50	100-152-6106	MATERIALS AND PARTS	87.50					
PENS/OTTERBOX/BELT C	0.00	0.00	72.97	100-151-6101	OFFICE & COMPUTER SUPPLIES	72.97					
1W99-6647-CVQ1	MISC SUPPLIES PW		8/1/2024	147585	8/15/2024	1,099.31	0.00	0.00	0.00	1,099.31	1,099.31
WATER PUMP/CABLE GI	0.00	0.00	261.64	600-613-6106	MATERIALS AND PARTS	261.64					
GATORADE/CRYSTAL LIC	0.00	0.00	257.40	100-151-6105	FOOD SUPPLIES	257.40					
GATORADE/CRYSTAL LIC	0.00	0.00	257.40	600-611-6105	FOOD SUPPLIES	257.40					
HALOGEN BULBS	0.00	0.00	155.10	100-157-6106	MATERIALS AND PARTS	155.10					
PAIN RELIEF MEDS/TUM	0.00	0.00	51.27	100-151-6101	OFFICE & COMPUTER SUPPLIES	51.27					
ICE SCOOP/PHONE CLIP,	0.00	0.00	47.28	100-154-6106	MATERIALS AND PARTS	47.28					
BATTERIES	0.00	0.00	37.85	600-614-6106	MATERIALS AND PARTS	37.85					
PAIN MEDS/TUMS/BANI	0.00	0.00	31.37	600-611-6101	OFFICE & COMPUTER SUPPLIES	31.37					
1WDX-H39T-FHP4	MISC SUPPLIES FOR TRAIL RIDE		3/1/2024	146082	3/7/2024	54.96	0.00	0.00	0.00	54.96	54.96
3 ROUND RING BINDERS	0.00	0.00	42.07	100-114-6101	OFFICE & COMPUTER SUPPLIES	42.07					
LG BROWN WINE BOTTL	0.00	0.00	12.89	100-113-6398	BANQUETS, DEDICATION, RECEP	12.89					
1WGN-4VHM-P9YT	RETURN MEMORY FOAM MATTRESS FD		9/1/2024	147891	9/19/2024	-391.60	0.00	0.00	0.00	-391.60	-391.60
RETURN MEMORY FOAM	0.00	0.00	-195.80	100-142-6130	FURNITURE <\$20,000	-195.80					
RETURN MEMORY FOAM	0.00	0.00	-195.80	100-145-6130	FURNITURE<\$20,000	-195.80					
1WJM-HW6C-7MRY	MISC SUPPLIES IT		7/1/2024	147278	7/11/2024	2,128.68	0.00	0.00	0.00	2,128.68	2,128.68
WIRELESS PRNTR/KEYBC	0.00	0.00	1,503.30	100-117-6101	OFFICE & COMPUTER SUPPLIES	1,503.30					
WIRELESS PRINTER/CON	0.00	0.00	625.38	100-121-6101	OFFICE & COMPUTER SUPPLIES	625.38					
1WPK-WG69-TLLF	MISC FOOD/OTHER SUPPLIES		1/1/2024	145512	1/4/2024	113.30	0.00	0.00	0.00	113.30	113.30
BRYBELLY AUTOMATIC C	0.00	0.00	65.97	100-131-6119	OTHER SUPPLIES	65.97					
GOETZE'S CANDY/TOOT:	0.00	0.00	47.33	100-131-6105	FOOD SUPPLIES	47.33					
1WWW-JQRV-9V6Y	MISC SUPPLIES FOR IT		6/1/2024	146987	6/6/2024	349.12	0.00	0.00	0.00	349.12	349.12
OFFICE CHAIR	0.00	0.00	185.00	100-117-6130	FURNITURE<\$20,000	185.00					
SURGE PROTECTOR/BOI	0.00	0.00	164.12	100-117-6101	OFFICE & COMPUTER SUPPLIES	164.12					
1WYW-7MPW-6VCL	MISC SUPPLIES FH 4/5		3/1/2024	146322	4/4/2024	2,257.37	0.00	0.00	0.00	2,257.37	2,257.37
FLOOR CLEANER/TB CLE	0.00	0.00	654.83	100-142-6104	JANITORIAL SUPPLIES	654.83					
TOILET PAPER//LYSOL SI	0.00	0.00	492.36	100-145-6104	JANITORIAL & CLEANING SUPPLY	492.36					
SHOWER HEAD NOZZLE/	0.00	0.00	136.05	100-142-6119	OTHER SUPPLIES	136.05					
WOOD WATCH CASE/BA	0.00	0.00	118.26	100-145-6398	BANQUETS,DEDICATIONS & RECEP	118.26					
WOOD WATCH CASE/BA	0.00	0.00	118.24	100-142-6398	BANQUETS, DEDICATIONS & RECEP	118.24					
TIRE SHINE SOLVENT/TIF	0.00	0.00	108.77	100-142-6110	CHEMICAL SUPPLIES	108.77					
AIR FILTER FELT/CHAINS	0.00	0.00	90.69	100-145-6243	FIREFIGHTING TOOL MAINTENANCI	90.69					
AIR FILTER FELT/CHAINS	0.00	0.00	90.68	100-142-6243	FIREFIGHTING TOOL MAINTENANCI	90.68					
SPIRAL NOTEBOOKS/HA	0.00	0.00	79.63	100-142-6101	OFFICE & COMPUTER SUPPLIES	79.63					
ZIP SCANNER RADIO DSI	0.00	0.00	79.09	100-145-6119	OTHER SUPPLIES	79.09					
BATTERIES	0.00	0.00	67.14	100-142-6106	MATERIALS AND PARTS	67.14					

Vendor History Report

Posting Date Range 10/01/2023 - 09/30/2024

Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
BATTERIES	0.00	0.00	57.20	100-145-6106	MATERIALS AND PARTS	57.20					
POST IT NOTES/SPIRAL N	0.00	0.00	48.12	100-145-6101	OFFICE & COMPUTER SUPPLIES	48.12					
TIRE SHINE SOLVENT	0.00	0.00	43.99	100-145-6110	CHEMICAL SUPPLIES	43.99					
FIRE/SAFETY EDUCATOR	0.00	0.00	36.16	100-145-6102	EDUCATIONAL SUPPLIES	36.16					
FIRE AND LIFE SAFETY EI	0.00	0.00	36.16	100-142-6102	EDUCATIONAL SUPPLIES	36.16					
1XJF-4QRL-9XP7	RETURN 10 YDS VELVET RIBBON SPOOL NA	12/4/2023		145512							
RETURN 10 YDS VELVET	0.00	0.00	-9.99	100-115-6398	BANQUETS, DEDICATION, RECEP	-9.99				-9.99	-9.99
1XLP-YHXF-F9LQ	MISC ITEMS FOR IT/MAYOR/CSO	5/1/2024		146653							
TOUCH IPAD KEYBOARD	0.00	0.00	663.99	100-114-6101	OFFICE & COMPUTER SUPPLIES	663.99				1,064.72	1,064.72
APPLE PENCIL FOR TABL	0.00	0.00	244.08	100-113-6101	OFFICE & COMPUTER SUPPLIES	244.08					
LAPTOP CHGR/PHONE E	0.00	0.00	156.65	100-117-6101	OFFICE & COMPUTER SUPPLIES	156.65					
1XN1-JFVM-3V1F	RETURN FELT RUBBER STAMP INK PAD	4/1/2024		146399							
RETURN FELT RUBBER S	0.00	0.00	-6.88	100-114-6371	ELECTION SERVICES	-6.88				-6.88	-6.88
1XNY-LJRL-CNH9	MISC SUPPLIES PD	3/1/2024		146082							
PELICAN CASE EOC RADI	0.00	0.00	1,215.00	100-121-6106	MATERIALS AND PARTS	1,215.00				2,510.23	2,510.23
MAGNETIC WHITE BOAF	0.00	0.00	546.10	100-121-6101	OFFICE & COMPUTER SUPPLIES	546.10					
5 DRWR FILE CAB/COFFI	0.00	0.00	422.86	100-121-6130	FURNITURE <\$20,000	422.86					
TACTICAL BOOTS A.CHA	0.00	0.00	147.00	100-121-6107	CLOTHING AND UNIFORMS	147.00					
PAPER PLATES/BOWLS/(	0.00	0.00	140.72	100-121-6105	FOOD SUPPLIES	140.72					
TOOTHBRUSH/COVER TI	0.00	0.00	21.78	100-121-6324	JAIL SERVICE EXPENSE	21.78					
CITRUS AIR FRESHNER	0.00	0.00	16.77	100-121-6104	JANITORIAL SUPPLIES	16.77					
1XQK-FPCX-4VHL	HR OFFICE SUPPLIES	11/1/2023		145165							
HR OFFICE SUPPLIES	0.00	0.00	109.22	100-115-6101	OFFICE & COMPUTER SUPPLIES	109.22				109.22	109.22
1XQK-FPCX-7CPH	ORIG INV 1JDL-YCGR-3GTN/WASP AND HO	11/1/2023		145235							
ORIG INV 1JDL-YCGR-3G	0.00	0.00	-9.29	100-145-6104	JANITORIAL & CLEANING SUPPLY	-9.29				-9.29	-9.29
1XRQ-1F34-VNVD	MISC OFFICE/COMP/CLEANING/FOOD SUP	1/1/2024		145555							
CALENDARS/MIRCO SD (	0.00	0.00	526.48	100-121-6101	OFFICE & COMPUTER SUPPLIES	526.48				800.10	800.10
LYSOL SPRAY/WIPES	0.00	0.00	168.13	100-121-6104	JANITORIAL SUPPLIES	168.13					
PLASTIC FORKS/COFFEE	0.00	0.00	95.62	100-121-6105	FOOD SUPPLIES	95.62					
SHIPPING/PROMO/DISC	0.00	0.00	9.87	100-121-6109	POSTAGE	9.87					
1YFY-3G4Y-9TLK	MISC SUPPLIES PD	2/1/2024		145834							
OFFICE CHAIR/MOUSE P	0.00	0.00	282.87	100-121-6101	OFFICE & COMPUTER SUPPLIES	282.87				443.64	443.64
PLASTIC FORKS/SPOONS	0.00	0.00	160.77	100-121-6105	FOOD SUPPLIES	160.77					
1YRQ-VPM9-JNXM	RETURN EPSON TM-H6000IV/IT	8/3/2024		147810							
RETURN EPSON TM-H60	0.00	0.00	-49.49	100-117-6101	OFFICE & COMPUTER SUPPLIES	-49.49				-49.49	-49.49
1YXD-TYDW-4H37	RETURN SPOONS	11/7/2023		145359							
RETURN SPOONS	0.00	0.00	-47.80	100-151-6105	FOOD SUPPLIES	-47.80				-47.80	-47.80
IGK6-VYJY-7M4T	RETURN FS4 PRINTER	3/8/2024		146161							
										-469.98	-469.98

Vendor History Report

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Payable Number	Description	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description	Units	Price	Amount	Account Number	Account Name	Dist Amount					
RETURN FS4 PRINTER	0.00	0.00	-469.98	100-145-6101	OFFICE & COMPUTER SUPPLIES	-469.98					
Vendors: (1) Total 00 - ACCOUNTS PAYABLE:						145,177.20	0.00	0.00	0.00	145,177.20	145,177.20
Vendors: (1) Report Total:						145,177.20	0.00	0.00	0.00	145,177.20	145,177.20

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 18, 2024

Topic:

Consideration to approve Resolution 2024-41, a Resolution of the City Council of the City of Tomball, Texas, authorizing the City Manager to act for the City in connection with the City’s expenditure of grants from the American Rescue Plan and the Coronavirus Local Fiscal Recovery Fund and making other provisions related to the subject.

Background:

Enacted on March 11, 2021, the American Rescue Plan Act (ARPA) authorized \$1.9 trillion in federal pandemic relief funds. Of that, \$350 billion was authorized in state and local government fiscal assistance. As a non-entitlement unit (NEU), the City of Tomball requested funds through the Texas Department of Emergency Management (TDEM) and the City received \$2,924,160.64 in ARPA funds.

Under the regulations for ARPA funding, all funds must be “committed” or under contract by December 31, 2024, and the proposed projects for fiscal year 2025 will allow for all funding to be under contract by the required deadline. The table below depicts the designations approved by City Council for the ARPA funds received by the City, as well as the proposed projects for fiscal year 2025. All ARPA funding received must be under contract by December 31, 2024, any additional funding from the pending projects will be brought back to City Council to be allocated to a project approved by the regulations for ARPA funding for approval.

Resolution No.	Approval Date	Original Amount Authorized	Updated Authorization	Project
2022-03	January 7, 2022	\$1,766,231.20	\$1,635,780.48	Water Meter Replacement
2024-15	April 15, 2024	\$100,000.00	\$102,055.00	Depot Museum Enhancements
2024-15	April 15, 2024	\$450,000.00	\$338,565.87	Louie’s Together Playground
2024-34	October 7, 2024	\$770,036.92	\$701,589.29	Jerry Matheson Park Phase II
2024-34	October 7, 2024	\$95,000.00	\$95,000.00	Grant Administration
2024-41	Pending	--	\$51,200.00	Tomball Gateway Monuments
Total ARPA Funds Committed: \$2,924,160.64				

Origination: Project Management

Recommendation:

Staff recommends approving Resolution 2024-41.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo
Staff Member _____
Date _____

Approved by _____
City Manager _____
Date _____

RESOLUTION NO. 2024-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING THE CITY MANAGER TO ACT FOR THE CITY IN CONNECTION WITH THE CITY’S EXPENDITURE OF GRANTS FROM THE AMERICAN RESCUE PLAN AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND AND MAKING PROVISIONS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, the City has received federal grant funds from the American Rescue Plan Act of 2021, (the “Act”) as a Non-Entitlement Unit of Local Government, as defined in the Act in the amount of \$2,924,190.64; and

WHEREAS, the distribution of the grant funds will be managed by the Texas Department of Emergency Management through the Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, the purposes for which the grant funds may be used are limited by federal statutes and regulations; and

WHEREAS, by accepting such grant funds, the City incurs certain responsibilities and obligations for accounting for the expenditure of the funds and related matters;

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

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

Section 2. The City Council authorizes the City Manager to represent the City’s interests in connection with the receipt of grant funds from the American Rescue Plan Act of 2021, including filing any applications that may be required and communicating with the Texas Department of Emergency Management regarding distribution of grant funds to the City through the Coronavirus Local Fiscal Recovery Fund.

Section 3. The City Council directs the City Manager to take such actions as are necessary to ensure that: a) any expenditures of the grant funds by the City are made in compliance with the applicable laws and regulations and b) proper records are kept by the City to document its compliance with the applicable laws and regulations.

Section 4. The City Council hereby approves the usage of existing and future ARPA funds as the City of Tomball American Rescue Plan Funding Plan, attached hereto as “Exhibit A”.

PASSED, APPROVED, AND RESOLVED THIS ____ day of _____, 2024.

LORI KLEIN QUINN, Mayor

ATTEST:

Tracylynn Garcia, City Secretary

EXHIBIT A

CITY OF TOMBALL
AMERICAN RESCUE PLAN
FUNDING PLAN

Total Funds Allocated: \$2,924,190.64

Total Funds Allocated:	\$2,924,190.64
Grant Administration Services	\$95,000.00
Replacement of water meters, software, and other necessary components.	\$1,635,780.48
Louie's Together Playground	\$338,565.87
Depot Museum Enhancements	\$102,055.00
Jerry Matheson Park Phase II Improvements	\$701,589.29
Tomball Gateway Monuments	\$51,200.00
Remaining Funds to be Allocated to Projects:	\$0.00

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 18, 2024

Topic:

Approve a contract with B & C Constructors, LP for general contractor services through a IGPA Contract (Contract No. 24-06DP-01) for a not-to-exceed amount of \$445,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2024-2025 adopted budget.

Background:

B&C Constructors, LP is a general contractor company located in Magnolia, Texas. B & C Constructors operates a construction company specializing in a wide range of skills including new construction and renovation of government buildings, schools, universities, retail shops and other construction type components.

B & C was awarded a contract at the October 21, 2024 Regular City Council Meeting to complete the construction and installation of the antique train equipment and required improvements at the Depot. The company has also been identified to complete projects at Jerry Matheson Park, as well as miscellaneous projects included in the City’s adopted budget. A full breakdown of the anticipated work is reflected in the table below.

Project	Estimated Amount
Fencing – Jerry Matheson Park	\$40,755
Fencing – Pickleball & Basketball Court	\$28,825
Concrete Drainage Repairs (Anna Street)	\$140,000
Office Remodels	\$45,000
Marketing Pergola	\$30,000
HVAC (Depot & City Hall)	\$80,000
Miscellaneous Projects – Facilities	\$25,000
Miscellaneous Projects – Parks	\$25,000
Miscellaneous Projects – Streets	\$30,000
Total Anticipated Expenditures for FY 24-25	\$444,580

This item authorizes a contract with B & C Constructors, LP through a 1GPA Contract (Contract No. 24-06DP-01) for general contractor services for the City of Tomball.

Origination: Public Works Department

Recommendation:

Staff recommends approving a contract with B & C Constructors, LP for general contract services for a not-to-exceed amount \$445,000 for fiscal year 2024-2025.

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: #100-153-6207,
#100-157-6206,
#240-243-6329,
#400-154-6409,

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

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

**CITY OF TOMBALL
SERVICES AGREEMENT**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: General Contractor Services

This Agreement is made and entered into by the **City of Tomball** (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, **B & C Constructors, LP** (the “Company”), with an office at **27835 FM 2978 Road, Magnolia, Texas 77354**, City hereby engages the services of Company as an independent contract for Baseball Netting services, upon the following terms and conditions.

1. SCOPE OF AGREEMENT

- 1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as requested by the City based on Exhibit A – Proposed Scope of Work.
- 1.2. In the event of a conflict among the terms of this Agreement, the term most favorable to the City, in the City’s sole discretion, shall control.

2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from **October 1, 2024 through September 30, 2025**. The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT

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

4. ASSIGNMENT

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

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed in Exhibit A – Proposed Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed **\$445,000**.

6. MODIFICATION OF RATES

Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

7. IDEMNITY

7.1. DEFINITIONS

For the purpose of this section the following definitions apply:

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

7.2. Indemnity

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

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

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

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

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

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

8. INSURANCE

8.1. AMOUNTS OF INSURANCE

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

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

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

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

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

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

- a. Owned/Leased Automobiles

- b. Non-owned Automobiles
- c. Hired Cars

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

8.2. OTHER INSURANCE REQUIREMENTS

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

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

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

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

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

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

9. PAYMENT AND PERFORMANCE

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

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

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

11. COMPANY CERTIFICATIONS

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

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in busi

with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

12. NO WAIVER OF IMMUNITY

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

13. NOTICES

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

Notice to Company may be sent to the following address:



14. CONTRACT ADMINISTRATOR

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

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

AGREED to and ACCPETED this 29th day of OCTOBER, 2024.

B+C CONSTRUCTORS L.P.
Company

[Signature]
Signature

JARED COCHRAN
Print Name

PROJECT MANAGER
Title

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on this 29th day of October, 2024,
by Jared Cochran, on behalf of said entity.



[Signature]
Notary Public, State of Texas

AGREED to and ACCPETED this ___ day of _____, 2024.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Tracylynn Garcia
City Secretary

EXHIBIT A

PROPOSED SCOPE OF WORK

Project	Estimated Amount
Fencing – Jerry Matheson Park	\$40,755
Fencing – Louies Together Playground	\$30,000
Fencing – Pickleball & Basketball Court	\$28,825
Concrete Drainage Repairs (Anna Street)	\$140,000
Office Remodels	\$45,000
Marketing Pergola	\$30,000
HVAC (Depot & City Hall)	\$80,000
Miscellaneous Projects – Facilities	\$25,000
Miscellaneous Projects – Parks	\$25,000
Total Anticipated Expenditures for FY 24-25	\$444,580

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 18, 2024

Approve a contract with B & C Constructors, LP to complete the construction a building for the pool area at Jerry Matheson Park, through a BuyBoard Contract (Contract No. 728-24) for a not-to-exceed amount of \$150,320, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget and Capital Improvement Plan.

Background:

The Jerry Matheson Park improvement project started in September 2020. The project included completing needed improvements and enhancement, based on survey input received from the community. The City was awarded a Texas Parks and Wildlife Non-Urban Outdoor Recreation Grant and received funding from community partners including the Tomball Economic Development Corporation, Tomball Regional Health Foundation and HCA-Tomball. The City also contributed funds to complete Phase I of the project.

Phase I of the project was completed in August 2024 and staff requested funding for Phase II in the fiscal year budget as part of the 2025-2029 Capital Improvement Plan. Funding was allocated through the American Rescue Plan Act (ARPA) funds as adopted in the fiscal year 2024-2025 budget totaling \$770,036.92. The City received a grant from the CenterPoint Energy Foundation totaling \$160,000 to cover the purchase of the splashpad shade structures. Staff has worked to develop a full cost estimate of the final elements for Phase II of the project, these elements are depicted in the table below, with the cost of the construction of the pool building to house chemicals and provide a break area for the aquatics staff (\$150,320) in bold. The total expenses to be paid from ARPA funds from project elements is \$696,572.

Element	Cost (*estimate)
Playground Shade Structure	\$95,957.00
Walking Trails & Parking Lot Resurface	\$301,152.00
Splashpad – Spray Deck	\$19,000.00
Parking Lot Addition	\$64,388.00
Pickleball Fencing	\$34,310.00
Splashpad Equipment Fencing	\$6,445.00
Chemical Building (pool area)	\$150,320.00
Parking Lot Lighting	\$15,000.00*
Gate – Splashpad/Pool Connection	\$10,000.00*
Splashpad Shade Structure**	\$159,598.24
Total Expenses	\$856,170.24
Total Expenses Paid from ARPA Funds	\$696,572.00

*denotes pricing is an estimate, staff is working on final pricing

** Grant received for purchase from CenterPoint Energy Foundation

This item authorizes a contract with B & C Constructors, LP to complete the construction of a building for the pool area at Jerry Matheson Park for a total not-to-exceed amount of \$150,320.

Origination: Project Management

Recommendation:

Staff recommends approving a contract with B & C Constructors, LP to complete the construction of a building for the pool area at Jerry Matheson Park for a not-to-exceed amount of \$150,320.

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: # 400-153-6409

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

Signed Meagan Mageo 10/21/2024 Approved by _____
Staff Member Date City Manager Date



Preliminary Proposal

Magnolia, Texas 77354
 713.932.9400 - o
 713.932.9443 - f

DATE: October 24, 2024

PROJECT: COT Pool Building
 BuyBoard Contract #728-24
 Vendor # 5073

City of Tomball
 501 James St.
 Tomball, TX 77375

ATT: Justin Pruitt

DESCRIPTION	AMOUNT
Design budget	\$ 17,250.00
Earthwork, building pad and foundation	\$ 20,125.00
Building supply and erection	\$ 40,985.00
Interior Build-out	\$ 28,975.00
Millwork	\$ 4,870.00
Mechanical	\$ 7,150.00
Electrical	\$ 13,875.00
Plumbing	\$ 4,590.00
Doors and windows	\$ 12,500.00
Jared Cochran, Project Manager	
TOTAL AMOUNT	\$ 150,320.00

THANK YOU FOR YOUR BUSINESS!

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 18, 2024

Topic:

Approve a purchase of a SmartGov subscription (permitting software) with Granicus for an annual subscription in the amount of \$20,698.76 of the total contract amount of \$109,892.61 through an Omnia Partners Contract (Contract No. 01-115), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchase is included in the adopted fiscal year 2024-2025 budget.

Background:

In 2022, staff evaluated community development software in efforts to assist in ways to automate and help manage our planning, permitting, code enforcement, and inspection processes. During that time Brightly Solutions Inc., a SmartGov software, was identified as the software that could manage all essential processes tied to planning, developing, permitting, licensing, inspections, and code enforcement in a single web-based system that is hosted in the Amazon Web Services (AWS) cloud.

Council approved a five-year contract with Brightly Solutions on December 19, 2022 through a Sourcewell Contract (Contract No. 090320-SDI). Since implementation, SmartGov has improved back-office efficiency and increased citizen engagement by automating, tracking, and managing all processes and tasks in a unified, web-based and mobile enabled application. Additionally, it has dramatically reduced time, cost, and errors associated with permit processing, code enforcement, and recurring inspections.

In October, staff received notification that Granicus had acquired SmartGov from Brightly Solutions on March 1, 2024. Staff has worked with Granicus to develop a new five-year contract for the SmartGov system based on the updated cooperative purchasing contract through Omnia Partners. The 60-month contract term totals \$109,892.61 for the annual subscription, maintenance, and support. The proposed contract amount is lower than the contract with Brightly Solutions, which totaled \$153,393.27 for a 69-month term and included approximately \$20,000 for implementation. A complete breakdown of the new annual cost is reflected in the chart.

Year 1 – October 1, 2024 – September 30, 2025	\$20,698.76
Year 2 – October 1, 2025 – September 30, 2026	\$21,319.73
Year 3 – October 1, 2026 – September 30, 2027	\$21,959.34
Year 4 – October 1, 2027 – September 30, 2028	\$22,618.12
Year 5 – October 1, 2028 – September 30, 2029	\$23,296.66
Total Contract Amount	\$109,892.61

Origination: Project Management

Recommendation:

Staff recommends approving the purchase of the SmartGov subscription with Granicus for a not-to-exceed amount of \$109,892.61.

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

FUNDING (IF APPLICABLE)

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

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

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

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

Granicus Proposal for Tomball, TX

ORDER DETAILS

Prepared By: Jessica Aldred
Phone:
Email: jessica.aldred@granicus.com
Order #: Q-387888
Prepared On: 07 Nov 2024
Expires On: 30 Sep 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 30 Sep 2024
Initial Order Term End Date: 30 Jun 2029
Period of Performance: 01 Oct 2024 - 30 Jun 2025

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/ Unit	Annual Fee	Prorated Fee
SmartGov Connector Merchant	01 Oct 2024 - 30 Jun 2025	Annual	1 Each	\$985.93	\$739.45
SmartGov - Enterprise	01 Oct 2024 - 30 Jun 2025	Annual	1 Each	\$17,740.97	\$13,305.73
SmartGov Connector BlueBeam	01 Oct 2024 - 30 Jun 2025	Annual	1 Each	\$985.93	\$739.45
SmartGov Connector Financial	01 Oct 2024 - 30 Jun 2025	Annual	1 Each	\$985.93	\$739.45
SUBTOTAL:				\$20,698.76	\$15,524.08

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	01 Jul 2025 - 30 Jun 2026	01 Jul 2026 - 30 Jun 2027	01 Jul 2027 - 30 Jun 2028	01 Jul 2028 - 30 Jun 2029
SmartGov Connector Merchant	\$1,015.51	\$1,045.98	\$1,077.36	\$1,109.68
SmartGov - Enterprise	\$18,273.20	\$18,821.40	\$19,386.04	\$19,967.62
SmartGov Connector BlueBeam	\$1,015.51	\$1,045.98	\$1,077.36	\$1,109.68
SmartGov Connector Financial	\$1,015.51	\$1,045.98	\$1,077.36	\$1,109.68
SUBTOTAL:	\$21,319.73	\$21,959.34	\$22,618.12	\$23,296.66

PRODUCT DESCRIPTIONS

Solution	Description
SmartGov Connector Merchant	Connection to one merchant in the back office and/or portal from a list of available options. Subscriber remains responsible for the relationship with the provider.
SmartGov - Enterprise	Annual subscription to SmartGov software for: Permitting, Licensing, and Code Enforcement. Subscription includes the Public Portal.
SmartGov Connector BlueBeam	The SmartGov Bluebeam connector provides the ability to check out documents for plan review and markup using the subscriber's Bluebeam subscription. Bluebeam Studio is the repository for Bluebeam Projects and Sessions. Only one license/subscription is required for each jurisdiction.
SmartGov Connector Financial	The SmartGov Financial Connector outputs a financial extract with a pre-determined format which may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable. The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-387888 dated 07 Nov 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Tomball, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[<input type="checkbox"/>] - No [<input type="checkbox"/>] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-387888 dated 07 Nov 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Tomball, TX	
Signature:	
Name:	
Title:	
Date:	

Granicus Proposal for Tomball, TX

ORDER DETAILS

Prepared By: Justine Torres
Phone:
Email: justine.torres@granicus.com
Order #: Q-383990
Prepared On: 16 Oct 2024
Expires On: 30 Sep 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 30 Sep 2024
Initial Order Term End Date: 30 Sep 2027
Period of Performance: 01 Oct 2024 - 30 Sep 2025

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
SmartGov Connector Merchant	Annual	1 Each	\$1,024.21
SmartGov - Enterprise	Annual	1 Each	\$18,429.94
SmartGov Connector BlueBeam	Annual	1 Each	\$1,024.21
SmartGov Connector Financial	Annual	1 Each	\$1,024.21
SUBTOTAL:			\$21,502.57

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Oct 2025 - 30 Sep 2026	01 Oct 2026 - 30 Sep 2027
SmartGov Connector Merchant	\$1,095.90	\$1,172.62
SmartGov - Enterprise	\$19,720.04	\$21,100.44
SmartGov Connector BlueBeam	\$1,095.90	\$1,172.62
SmartGov Connector Financial	\$1,095.90	\$1,172.62
SUBTOTAL:	\$23,007.74	\$24,618.30

PRODUCT DESCRIPTIONS

Solution	Description
SmartGov Connector Merchant	Connection to one merchant in the back office and/or portal from a list of available options. Subscriber remains responsible for the relationship with the provider.
SmartGov - Enterprise	Annual subscription to SmartGov software for: Permitting, Licensing, and Code Enforcement. Subscription includes the Public Portal.
SmartGov Connector BlueBeam	The SmartGov Bluebeam connector provides the ability to check out documents for plan review and markup using the subscriber's Bluebeam subscription. Bluebeam Studio is the repository for Bluebeam Projects and Sessions. Only one license/subscription is required for each jurisdiction.
SmartGov Connector Financial	The SmartGov Financial Connector outputs a financial extract with a pre-determined format which may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable. The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-383990 dated 16 Oct 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Tomball, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-383990 dated 16 Oct 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Tomball, TX	
Signature:	<i>David Esquivel</i>
Name:	<i>David Esquivel</i>
Title:	<i>City Manager</i>
Date:	<i>10/18/24</i>

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 18, 2024

Topic:

Approve a Professional Services Agreement with Oller Engineering, Inc for the design of water line replacement along Clayton Street, Project Number 2025-10003, for a not-to-exceed amount of \$140,000, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan

Background:

The Water Master Plan, completed in 2018 & 2023, identified improvements to the City’s water distribution system that would serve current and anticipated future water demands. The recommendations included upsizing the water line along Clayton Street and Oak Street. This project was identified to be completed within five-years of the Master Plan adoption.

The proposed project includes the construction of a new water line along Clayton Street to replace the existing 2-inch water line and a new water line along Oak Street to replace the existing 6-inch water line. The project has been broken into four phases for construction, with the first phase consisting of approximately 1,100 linear feet along Clayton Street to S. Pine Street and the replacement along Oak Street is proposed in later phases between fiscal year 2026 - 2029.

The recommended water lines along Clayton Street will replace the existing small diameter line and improve the existing system capacity restrictions and serve existing and future peak hourly demand and increase available fire flow.

The proposed Professional Services Agreement with Oller Engineering includes a scope of work to design and oversee construction of the proposed water line, survey, and required testing, for a not-to-exceed amount of \$140,000.

Origination: Project Management

Recommendation:

Staff recommends approving the Professional Services Agreement with Oller Engineering, Inc. for the design of the 6-inch water line along Clayton Street for a not-to-exceed amount of \$140,000.

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

FUNDING (IF APPLICABLE)

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

Yes: X No:

If yes, specify Account Number: #400-613-6409

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

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

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2025-10003
CITY OF TOMBALL
OAK & CLAYTON WATER LINE**

**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 design and construct a water line replacement located on Clayton Street (the "Project"); and

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

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

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

**SECTION I.
SCOPE OF AGREEMENT**

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

**SECTION II.
CHARACTER AND EXTENT OF SERVICES**

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

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

**SECTION III.
OWNERSHIP OF WORK PRODUCT**

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

**SECTION IV.
TIME FOR PERFORMANCE**

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

**SECTION V.
COMPLIANCE AND STANDARDS**

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

**SECTION VI.
INDEMNIFICATION**

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act

of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, 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 Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$140,000, 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 Consultant at the following address:

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

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

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

**SECTION XI.
LIMIT OF APPROPRIATION**

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

**SECTION XII.
SUCCESSORS AND ASSIGNS**

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

**SECTION XIII.
DISCLOSURE OF INFORMATION**

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

**SECTION XIV.
MODIFICATIONS**

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

**SECTION XV.
ADDITIONAL SERVICES OF ENGINEER**

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

**SECTION XVI.
CONFLICTS OF INTEREST**

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

**SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND
REIMBURSABLE EXPENSES**

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

**XVIII.
MISCELLANEOUS PROVISIONS**

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

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

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

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

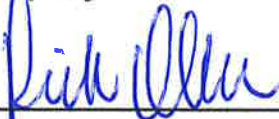
E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore,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

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

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

EXECUTED on this 7th day of November, 2024.

Company Name: Oller Engineering, Inc.



Name: Rich Oller, PE

Title: Principal

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Tracylynn Garcia, City Secretary

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

For

City of Tomball Oak & Clayton Water Line Projects

October 25, 2024

The following are the services to be performed by the Engineer. The Scope is a general description of tasks that will be performed in the completion of the required project as outlined herein:

Project Intent: Design and Engineering for Replacements in Old Town Tomball of water line(s) completing a 12-inch C900 PVC looped system along Oak Street, and water line replacement along Clayton Street as Identified in the City's Water Master Plan.

Project Goals & Objectives: Increasing the size of the existing water line provides the volume needed and balances the pressures in the distribution system by reducing friction loss, increasing volume and reducing velocities in the pipeline. This will allow and improve the overall delivery of water in the designated areas of the City.

Risk & Conflict Issues:

The Risks considered are as follows:

- Utility line conflicts, such as fiber optics cable, gas, telephone and other water lines not mapped.
- Drainage ditches.
- Service line connections.
- Damage and Pavement Repair to Roadway/streets and private driveways.
- Overhead electrical lines.
- Right-of-Way limits - assumed to be 60 feet in width, 30 feet either side of centerline of the street. City to provide actual width of Right-of-Way.

Specification Sections Required

- Administrative
- **Division 1**
- Summary of Work
- Change Order Procedures
- Measurement & Payment

- Schedule of Values
- Coordination Meetings
- Construction Photographs & Documentation
- Construction Schedule
- Submittal Procedures
- Shop Drawings, Product Data & Samples
- Reference Standards
- Contractor Quality Control
- Inspection Services
- Mobilization
- Traffic Control & Regulation
- Tree Protection
- Pollution Source Control During Construction
- Managing Drainage During Construction
- Excavation in Public Right-of-Ways
- Basic Product Requirements
- Product Substitution Procedures
- Cutting & Patching
- Procedures for New Water Line Disinfection
- Restoration of Site Improvements
- Closeout Procedures
- Project Record Documents
-

Identify all Design Tasks for the Project:

The design tasks are as follows:

- Coordinate a survey and topo (OEI) of the proposed line replacement and identify all encumbrances/conflicts & utilities 20 feet either side of centerline of the proposed water line alignment.
- Prepare plans and specifications for the line replacement.
- Review with City if a bypass connection to keep the existing line in service while the replacement is being completed is needed.
- Locate & detail all tie-ins of branch lines.
- Locate gate valves & fire hydrants in accordance with City standards.
- Review and make recommendations on pipe type to City.
- Conduct a survey of any possible tree removal/replacement along the alignment.
- Restoration of the roadway drainage ditches and stabilization.
- Specify proper bedding and procedures for the new pipe.
- Prepare details for all connections and tie-ins.
- Prepare a traffic safety plan.
- Prepare a full specification package with administrative and technical specs.
- Submit design to TCEQ for review and approval.

- Respond to TCEQ comments as required.
- Post project to CivCast for advertisement.
- Conduct a pre-bid online meeting.
- Conduct an online bid opening and prepare a tabulation of all bids received.
- Make a recommendation to the City of the most qualified contractor based on previous work history and price.
- Prepare Notice to Award.
- Prepare Construction Contract between City & Contractor for execution by City.
- Hold a pre-construction meeting to kickoff construction phase.

Identify What is Not Covered in the Scope:

The items not covered in our professional services agreement are:

- No drainage improvements or storm sewer;
- No roadway rehabilitation except where identified on the plans as a result of alignment of the new 12-inch water line placement;
- No sanitary sewer relocation design;
- If an Arborist is require this would be an additional fee.

Engineering Design Plans & Specifications TCEQ Review -	\$140,000.00
Total Professional Fees	\$140,000.00

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 18, 2024

Topic:

Approve a contract with MACYAS Construction and Utilities, LLC for the construction of a sanitary sewer line extension along Rudolph Road (Project No. 2025-10009), for a not-to-exceed amount of \$129,764 (Bid No. 2025-01), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.

Background:

The Wastewater Master Plan, completed in 2023, identified improvements to the City’s wastewater collection system that would serve current and anticipated future demand. The recommendations included a sanitary sewer line extension along Rudolph Road. This project was identified to be completed within five-years of the Master Plan adoption.

The proposed project includes the construction of a sanitary sewer line extension along the west side Rudolph Road extending south approximately 1,000 linear feet, designed in accordance with the City and Texas Commission on Environmental Quality (TCEQ) standards.

To obtain the most favorable pricing and in accordance with the City’s Procurement Policy, sealed bids were solicited for the completion of the construction, with information available online through CivCast or in person at the Oller Engineering, Inc office. A total of nine (9) bids were received, and after a thorough review it was determined that MACYAS Construction and Utilities, LLC was the lowest responsive bidder for a total of \$129,764. Below is a breakdown of the current funding allocated for the project.

Rudolph Road Sanitary Sewer Extension		
Budget Breakdown		
Element	Budgeted Amount	Contract Amount
Engineering	\$47,450	\$47,449
Construction	\$150,000	\$129,764

Origination: Project Management

Recommendation:

Staff recommends awarding a contract to MACYAS Construction and Utilities, LLC for the construction of the Rudolph Road sanitary sewer line extension for an amount not-to-exceed \$129,764.

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: #400-741-6409

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

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

Document 00520

AGREEMENT

Project: Rudolph Rd. Sanitary Sewer Extension

Project Location: Rudolph Rd. North of Hufsmith Rd. (Key Map No. [C001])

Project Bid No: 2025-01

E&P Project No: 2024-10009

The City: The City of Tomball, County of Harris, Texas (the "City")

and

Contractor: MACYAS Construction and Utilities LLC

(Address for Written Notice) 7911 Augustine Dr., Houston, TX 77036

Email Address: macyasmma@gmail.com

Public Works Director is: Drew Huffman

(Address for Written Notice) 501 James Street, Tomball, Texas 77375

Email Address: dhuffman@tomballtx.gov

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within **60 days** after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

00520-1
06-16-2011

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 - Supplementary Conditions, for each day beyond Contract Time.

**ARTICLE 3
CONTRACT PRICE**

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$129,764.00, which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1 N/A

**ARTICLE 4
PAYMENTS**

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [___] 10th, [___] 20th, or [] last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

00520-2
06-16-2011

a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage).

For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)

b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in the General Conditions.

ARTICLE 5

CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means,

methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto.

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

6.3 Contractor 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.

6.4 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 company covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the contractor is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

ARTICLE 7
ENUMERATION OF CONTRACT DOCUMENTS

- 7.1 The following documents are incorporated into this Agreement:
- 7.1.1 Document 00700 - General Conditions
 - 7.1.2 Document 00800 - Supplementary Conditions
 - 7.1.3 General Requirements.
 - 7.1.4 Divisions 02 through 03 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.
 - 7.1.6 Addenda which apply to the Contract, are as follows:
 - Addendum No. 1, dated [10/29/24]
 - Addendum No. 2, dated [_____]
 - Addendum No. 3, dated [_____]


7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form – Part B
[X] 00500	Form of Business
[X] 00501	Resolution of Corporation (if a corporation)
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[X] 00612	One-year Maintenance Bond
[X] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)
[X] 00800	Exhibit A, Wage Rates
[] 00821	Wage Rate for Building Construction
[] 00830	Trench Safety Geotechnical Information

ARTICLE 8
SIGNATURES

8.1 This Agreement is executed in two originals and is effective on _____.

CONTRACTOR:

By: 
Name: Martin Macias
Title: Owner
Date: 11/11/2024
Tax Identification Number: 47-1383835

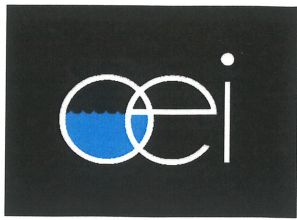
(If Joint Venture)

By: _____
Name: _____
Title: _____
Date: _____
Tax Identification Number: _____

ATTEST/SEAL: 00520-5
06-16-2011

[SEAL]

END OF DOCUMENT



November 11th, 2024

Drew Huffman
Public Works Director
City of Tomball
501 James Street
Tomball, TX 77375

RE: City of Tomball – Rudolph Road Sanitary Sewer Extension (CIP No. 2024-10009 and Bid No. 2025-01); Engineer's Recommendation.

Dear Mr. Huffman,

Based on the bids received on October 31, 2024, for the scope of work identified in the above referenced project, including qualification references and financial statements as provided by the bidders, it is the recommendation of Oller Engineering, Inc. that the City of Tomball award the project to MACYAS Construction and Utilities LLC for a base bid of \$129,764.00.

Oller Engineering Inc. has based their recommendation on information as provided in the bidders' bid documents as well as through additional follow-up research. Oller Engineering Inc. has contacted the references listed in the bid documents for MACYAS Construction and Utilities LLC, specifically regarding projects of similar scopes of work and overall construction costs, as well as investigating their financial statements. MACYAS Construction and Utilities LLC had positive references, with previous Clients reporting no issues with understanding scopes of work; no issues with scheduling and deadlines; and no issues with excessive/extensive change orders.

Should the City have any questions or concerns regarding Oller Engineering Inc.'s recommendation, please do not hesitate to let myself or Mr. Oller know.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Adam Valenzuela', with a long horizontal flourish extending to the right.

Adam Valenzuela
CAD Designer/Design Engineer
Oller Engineering, Inc.

Bid Tabulation for (City of Tomball)

Bid Date October 31, 2024, 2:00 PM



2901 Wilcrest Dr., Suite 550
Houston, TX 77042
806.993.6226

PROJECT: City of Tomball - Rudolph Road Sanitary Sewer Extension
OEI PROJECT NO.: 1030.24.03 / Tomball Project No. 2025-01

DATE: 11/3/2024
INITIALS: AV

Item No.	Description	Quantity	Unit	MACYAS Construction and Utilities		ISJ Underground Utilities LLC		AR TurnKey Construction Company Inc.		Site Work Contractors LLC		Texas Underground Utilities		NVT Group LLC		Bull-G Construction		C&A Construction LLC		GM Vera's Construction	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Base Bid																					
1	Mobilization, setup, and project overhead for all equipment, work on the project, including related items and appurtenances, complete in place.	1	LS	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$32,674.80	\$32,674.80
2	Traffic control plan	1	LS	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$7,000.00	\$7,000.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$5,200.00	\$5,200.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$4,458.90	\$4,458.90
3	Field locate existing utilities and service lines for construction of the proposed improvements including related items and appurtenances, complete in place.	1	LS	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$2,490.00	\$2,490.00	\$6,780.00	\$6,780.00
4	8-inch SDR 26 PVC sewer line (8'-10'), including related fittings, items and appurtenances, complete in place.	480	LF	\$54.00	\$25,920.00	\$57.00	\$27,360.00	\$73.00	\$35,040.00	\$65.00	\$31,200.00	\$64.00	\$30,720.00	\$41.00	\$19,680.00	\$90.00	\$43,200.00	\$96.38	\$46,262.40	\$62.90	\$30,192.00
5	8-inch SDR 26 PVC sewer line (5'-8'), including related fittings, items and appurtenances, complete in place.	310	LF	\$52.00	\$16,120.00	\$69.00	\$21,390.00	\$71.00	\$22,010.00	\$62.00	\$19,220.00	\$51.00	\$15,810.00	\$38.00	\$11,780.00	\$90.00	\$27,900.00	\$91.58	\$28,389.80	\$63.00	\$19,530.00
6	8-inch SDR 26 PVC sewer line installed by dry bore, ± 10' below natural grade, including 16" sch 40 steel encasement and concrete and seals per plans, as well as all related fittings, items and appurtenances, complete in place.	50	LF	\$350.00	\$17,500.00	\$634.00	\$31,700.00	\$273.00	\$13,650.00	\$550.00	\$27,500.00	\$430.00	\$21,500.00	\$350.00	\$17,500.00	\$300.00	\$15,000.00	\$487.23	\$24,361.50	\$507.90	\$25,395.00
7	4-foot ø Sanitary sewer manhole, with epoxy coating, including related items and appurtenances, complete in place.	3	EA	\$7,000.00	\$21,000.00	\$10,380.00	\$31,140.00	\$7,000.00	\$21,000.00	\$6,500.00	\$19,500.00	\$5,400.00	\$16,200.00	\$14,600.00	\$43,800.00	\$10,000.00	\$30,000.00	\$7,313.81	\$21,941.43	\$5,309.90	\$15,929.70
8	Concrete pavement repair, including related items and appurtenances, complete in place.	44	SF	\$35.00	\$1,540.00	\$35.00	\$1,540.00	\$85.00	\$3,740.00	\$50.00	\$2,200.00	\$45.00	\$1,980.00	\$95.00	\$4,180.00	\$5.00	\$220.00	\$21.43	\$942.92	\$96.40	\$4,241.60
9	Gravel driveway repair, including related items and appurtenances, complete in place.	40	SF	\$50.00	\$2,000.00	\$28.00	\$1,120.00	\$45.00	\$1,800.00	\$50.00	\$2,000.00	\$25.00	\$1,000.00	\$80.00	\$3,200.00	\$25.00	\$1,000.00	\$21.90	\$876.00	\$35.10	\$1,404.00
10	Regrade existing roadside ditch on both sides of Hufsmith Rd. after completion of bore, including related items and appurtenances, complete in place.	1	LS	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00	\$7,000.00	\$7,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$1,150.00	\$1,150.00	\$3,000.00	\$3,000.00	\$1,341.43	\$1,341.43	\$9,593.90	\$9,593.90
11	Short sanitary sewer service connection including related items and appurtenances, complete in place.	1	EA	\$1,150.00	\$1,150.00	\$1,558.00	\$1,558.00	\$1,300.00	\$1,300.00	\$1,500.00	\$1,500.00	\$1,950.00	\$1,950.00	\$1,755.00	\$1,755.00	\$3,000.00	\$3,000.00	\$1,836.43	\$1,836.43	\$2,027.80	\$2,027.80
12	Long sanitary sewer service connection including related items and appurtenances, complete in place.	1	EA	\$2,000.00	\$2,000.00	\$3,632.50	\$3,632.50	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00	\$9,000.00	\$9,000.00	\$2,400.00	\$2,400.00	\$8,000.00	\$8,000.00	\$4,705.71	\$4,705.71	\$5,907.00	\$5,907.00
13	Short stub out for future sanitary sewer connection including related items and appurtenances, complete in place.	2	EA	\$500.00	\$1,000.00	\$800.00	\$1,600.00	\$850.00	\$1,700.00	\$1,200.00	\$2,400.00	\$950.00	\$1,900.00	\$1,680.00	\$3,360.00	\$2,000.00	\$4,000.00	\$1,527.86	\$3,055.72	\$2,027.80	\$4,055.60
14	Long stub out for future sanitary sewer connection including related items and appurtenances, complete in place.	1	EA	\$600.00	\$600.00	\$1,600.00	\$1,600.00	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$2,250.00	\$2,250.00	\$7,000.00	\$7,000.00	\$3,484.29	\$3,484.29	\$6,327.20	\$6,327.20
15	Trench protection	800	LF	\$1.00	\$800.00	\$0.10	\$80.00	\$2.00	\$1,600.00	\$4.00	\$3,200.00	\$2.00	\$1,600.00	\$1.90	\$1,520.00	\$1.00	\$800.00	\$8.93	\$7,144.00	\$1.20	\$960.00
16	Tracer wire	840	LF	\$1.35	\$1,134.00	\$0.10	\$84.00	\$1.00	\$840.00	\$2.00	\$1,680.00	\$1.00	\$840.00	\$2.10	\$1,764.00	\$1.00	\$840.00	\$1.00	\$840.00	\$0.20	\$168.00
TOTAL BID					\$129,764.00		\$136,004.50		\$137,680.00		\$138,400.00		\$138,500.00		\$142,539.00		\$157,960.00		\$159,671.63		\$169,645.50
Cash Allowance Table																					
1	Construction Contingencies	1	JOB	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00
Base Bid Total					\$154,764.00		\$161,004.50		\$162,680.00		\$163,400.00		\$163,500.00		\$167,539.00		\$182,960.00		\$184,671.63		\$194,645.50

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 18, 2024

Approve a purchase with Water & Play Expressions, Inc. for the purchase and installation of a shade structure for the splashpad at Jerry Matheson Park, through a BuyBoard Contract (Contract No. 679-22) for a not-to-exceed amount of \$159,598.24, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget and Capital Improvement Plan and is being reimbursed by a grant from CenterPoint Energy Foundation.

Background:

The Jerry Matheson Park Improvement project started in September 2020. The project included completing needed improvements and enhancements, based on survey input received from the community. Phase I of the project was completed in August 2024 and staff requested funding for Phase II in the fiscal year budget as part of the 2025-2029 Capital Improvement Plan. Funding was allocated through the American Rescue Plan Act (ARPA) funds as adopted in the fiscal year 2024-2025 budget totaling \$770,036.92.

In July 2024, staff applied for a grant with the CenterPoint Energy Foundation which awards grants annually to eligible 501(c)(3) organizations where the company has a business presence. The grant application was submitted on behalf of the Tomball Legacy Fund requesting grant funding for shade structures for the splashpad at Jerry Matheson Park. On October 8, 2024, staff received notification that the Tomball Legacy Fund had been awarded a \$160,000 grant for the splashpad shade structures. Shade structures were included in the approved fiscal year 2024-2025 budget as part of our Capital Improvement Plan to be funded from American Rescue Plan Act (ARPA) funds, and City Council approved the purchase of the shade structures at the October 7, 2024 City Council meeting totaling \$114,637.

On October 21, 2024, City Council approved the grant award from the CenterPoint Energy Foundation to pay for the shade structures for the splashpad. Staff worked with our vendor, Water & Play Expressions, Inc. to revise the design of the shade structures in order to encumber the grant funds received. The updated quote includes larger shades as well as an additional shade bringing the total shades to four (4) sail clusters.

This item authorizes the purchase and installation of shade structures for the splashpad at Jerry Matheson Park for a total not-to-exceed amount of \$159,598.24.

Origination: Project Management

Recommendation:

Staff recommends approving the purchase with Water & Play Expressions, Inc for a not-to-exceed amount of \$159,598.24.

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: # 400-153-6409

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

Signed Drew Huffman
Staff Member _____
Date

Approved by _____
City Manager _____
Date

Water & Play Expressions Inc.
P.O. Box 145
Argyle, TX 76226
Greg Hawkins - Owner - 940-735-0500
greg@waterplayexpressions.com
kimberli@waterplayexpressions.com



City of Tomball
401 Market Street, Tomball, TX 77375
Meagan Mageo - Project Manager
281-290-1411 - MMageo@tomballtx.gov
Project: Additional Shades for Matheson Park Splash Pad

INVOICE

Invoice # 10232024COTSHA2
Invoice Date 10/23/2024
Due Date 10/23/2024

Item	Description	Unit Price	Quantity	Amount
Product	Multi 4 Post Sail Cluster: Sail 1: 22' x 27'2" x 22' x 38' - 14', 14', 17', 21' Sail 2: 26'3" x 38' x 41' x 51' - (2) 14' (2) 21' Sail 3: 22' x 28'8" x 22' x 41' - 14', 14', 17', 21' Post Color: Zinc Yellow - RAL 1018 Fabric Color: Bright Green Fabric UPGRADE to COMMERCIAL HEAVY 430 included in Unit Price	82244.06	1.00	82,244.06
Product	4 Post Hip - 20' x 20' x 8	7129.80	1.00	7,129.80
Product	SED	2142.00	1.00	2,142.00
Service	Freight	2040.00	1.00	2,040.00
Service	Install	66042.38	1.00	66,042.38

NOTES: KMI BUYBOARD NUMBERS:

#679-22

#737-24

WPE terms are 40% equipment deposit (\$63,893.30) followed by progress billing invoicing.

Quote prices are valid for 30 days.

Install quote amount is based on normal soil conditions. Client will be required to obtain a dig test to ensure WPE does not hit any water lines. Install will require a change order if the soil has abnormalities, surfacing changes, unforeseen Geotech report findings or incorrect location of water lines/plumbing.

If during installation, large rocks or concrete are found additional costs for removal will occur. Additional expenses must be approved by both parties.

All customers are required to pay local and state taxes. If a customer has tax exempt status, Water Play Expressions must retain a copy of 501(C)(3) or other proof of tax exempt status.

Quote Approved by: _____

Date: _____

Please make checks payable to Water Play Expressions without the & for bank account purposes.

	Subtotal	159,598.24
	Total	159,598.24
	Amount Paid	0.00
	Balance Due	\$159,598.24

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 18, 2024

Topic:

Approve a Professional Services Agreement with Westwood Professional Services, Inc. to provide professional landscape architecture services for the Tomball Gateway Monumentation, Project Number 2025-10002, for a not-to-exceed amount of \$51,700, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. The expenditure was included in the Fiscal Year 2024-2025 Budget.

Background:

The Tomball Gateway Monument project was identified as an opportunity to provide monument signs with corridor landscaping improvements at various high visible entry locations in Tomball.

Staff has worked with Westwood to preliminary identify potential locations for gateways and develop a scope of work to include evaluation of nine (9) potential locations.

1. Business 249 South
2. Telge Road and FM 2920
3. Hufsmith-Kohrville and Holderrieth Road
4. FM 2920 and FM 2978
5. FM 2978 and Hufsmith Road
6. FM 2920 and Business 249 (Four Corners)
7. SH 249 Southbound Frontage Road (near Harris County Flood Control Ditch M124 Channel)
8. SH 249 Southbound Frontage Road (near Spring Creek)
9. FM 2920 North Entrance

The proposed scope of work includes evaluating the feasibility of monument signs at the identified potential locations, prioritizing locations, and providing conceptual design and budget to assist the City in identifying the locations to be utilized. The contract will also include public engagement with design presentations for stakeholders, to be identified by City Council and staff, and the general public. The scope of work also includes additional focus on the Business 249 South (at Holdrerrieth) location as this could be a prime location for an improved gateway, as well as eligible for the TXDOT Green Ribbon program.

The proposed Professional Services Agreement with Westwood includes all services, for a not-to-exceed amount of \$51,700.

Origination: Project Management

Recommendation:

Staff recommends approving the Professional Services Agreement with Westwood Professional Services, Inc. to provide professional landscape architecture services for the Tomball Gateway Monumentation for a not-to-exceed amount of \$51,700.

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: #215-215-6304

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
CONSULTANT SERVICES
RELATED TO
PROJECT NO. 2025-10002
CITY OF TOMBALL
TOMBALL GATEWAY MONUMENTATION**

**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 Westwood Professional Services, Inc. ("Engineer").

WITNESSETH:

WHEREAS, Consultant represents that it is capable of providing and qualified to provide professional services to the City and desires to perform the same;

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

**SECTION I.
SCOPE OF AGREEMENT**

Consultant 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 Consultant compensation as stated in the sections to follow.

**SECTION II.
CHARACTER AND EXTENT OF SERVICES**

Consultant shall do all things necessary to render the services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent consultants practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Consultant is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Consultant 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**

Consultant agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Consultant 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 Consultant's completion of the services which will result in the production of such instruments and Consultant'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 Consultant from continuing to use those processes, analyses and data.

**SECTION IV.
TIME FOR PERFORMANCE**

The time for performance is as estimated in Exhibit A attached hereto. Upon written request of Consultant, 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 Consultant has no control.

**SECTION V.
COMPLIANCE AND STANDARDS**

Consultant 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 Consultant'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 Consultant pursuant to this Agreement, the City shall pay Consultant 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 \$51,700, including reimbursable expenses.

**SECTION VIII.
INSURANCE**

Consultant 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 Consultant. Upon receipt of such notice, Consultant 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, Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

**SECTION X.
ADDRESSES, NOTICES AND COMMUNICATIONS**

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

Westwood Professional Services, Inc.
Attention: Patrick Owens
20329 State Highway 249, Suite 350
Houston, Texas 77070

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, Consultant has been advised by the City and Consultant 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 Consultant may become entitled to hereunder and the total sum that the City shall become liable to pay to Consultant 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 Consultant 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 Consultant 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**

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

**SECTION XVI.
CONFLICTS OF INTEREST**

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

**SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND
REIMBURSABLE EXPENSES**

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

**SECTION XVIII.
PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES**

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

**SECTION XIX.
MISCELLANEOUS PROVISIONS**

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

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

C. Consultant 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.

D. 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.

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

EXECUTED on this ___ day of _____, 2024.

Company Name: Westwood Professional Services, Inc.

Signed by:



74B794D326BA455...

Name: Brian O'Neill

Title: Senior Director, Public Infrastructure

10/29/2024

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

TracyLynn Garcia, City Secretary

Westwood

October 17, 2024
Project No.: 0046201.00

Mr. Drew Huffman
Director of Public Works
CITY OF TOMBALL
501 James Street
Tomball, Texas 77375

Re: Professional Landscape Architecture Services
TOMBALL GATEWAY MONUMENTATION
Tomball, Harris County, Texas

Dear Mr. Huffman:

Westwood Professional Services, Inc. is pleased to submit this proposal to provide professional landscape architecture services relating to the referenced project. It is our understanding this is a conceptual design project consisting of gateway monument signs and corridor landscape improvements in association with various city gateways.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment;
- Exhibit C – Insurance;
- Exhibit D – Project Locations; and
- Exhibit E - Schedule

Westwood Professional Services, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Patrick R. Owens, P.L.A.

PRO/sad

EXHIBIT A to Agreement between the City of Tomball, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

EXHIBIT ‘A’ – SCOPE OF SERVICES

TOMBALL GATEWAY MONUMENTATION

PROJECT DESCRIPTION:

The project consists of It is our understanding this is a conceptual design project consisting of gateway monument signs and corridor landscape improvements in association with various city gateways. (PROJECT).

BASIC SERVICES:

- A. Conceptual Design
Westwood will provide Conceptual Design services for the typical gateway monument signs and associated landscape improvements that could be applied to the southern gateway and other priority locations. Up to nine (9) locations will be assessed for appropriateness and priority. (Exhibit D).

1. Telge Road and FM 2920
2. Business 249 South
3. Hufsmith-Kohrville and Holderrieth Road
4. FM 2920 and FM 2978
5. FM 2978 and Hufsmith Road
6. FM 2920 and Business 249 (Four Corners)
7. SH 249 Southbound Frontage Road near HCFCD M124 Channel
8. SH 249 Southbound Frontage Road near Spring Creek
9. FM 2920 North Entrance

1. Included in this item:
 - Up to four (4) design coordination meetings, charrettes, or presentations for purposes of developing the design with City staff, Councilmembers and TxDOT.
 - Create a working base file from digital data provided by the City, TxDOT and aerial images.
 - Develop up to two (2) conceptual alternatives, for City review and selection, that is scalable based on location chosen.
 - Establish a materials palette and planting patterns in various applications throughout the landscape improvement areas.
 - Develop 2d and/or 3d renderings, to depict the conceptual alternatives in enough detail to demonstrate design intent to the City. These services may include, but are not limited to hand renderings, computer generated renderings, and precedent photo image boards.
 - Develop a rough order of magnitude cost estimate for each concept to aid the City in selection of a preferred option and establishing a conceptual budget.

EXHIBIT A to Agreement between the City of Tomball, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

- Following the presentation of concept alternatives, the City will provide direction for a final concept. Westwood will make up to one (1) round of revisions to the preferred alternative.
- Establish an overall timeline for design/construction and assist the City in determining appropriately phased bid packages.

B. Public Engagement

Westwood will attend and lead the design presentations at milestone meetings with the public including the general public and/or specific stakeholders such as adjacent property owners or elected officials:

1. Included in this item:

- Attend up to two (2) meetings at key milestones to engage the public and/or specific stakeholders for the purpose of presenting design updates and gathering input.
- Prepare exhibits for each of the meetings to communicate the design status and facilitate input from the attendees.

2. Not included in this item:

- Additional meetings or exhibits beyond those described above.
- Meetings logistics such as scheduling venues, sending invites, advertising, food/refreshments, or other hosting services. This can be provided as an additional service if needed.

Services not included in this contract:

- *Environmental investigation.*
- *Wetlands determination and permitting.*
- *Survey services. This service can be added after the conceptual design phase if needed.*
- *Tree survey, location, or identification.*
- *MEP, structural, and geotechnical design services. These subconsultants to be added after the conceptual design phase if needed.*
- *Subsurface utility engineering or utility relocation.*
- *TDLR registration or RAS review.*
- *Construction document packages for phased bidding/construction.*
- *Construction staking.*
- *Any additional items not specifically stated in scope.*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the City of Tomball, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

EXHIBIT ‘B’ – COMPENSATION AND METHOD OF PAYMENT

TOMBALL GATEWAY MONUMENTATION

COMPENSATION:

For all professional services included in EXHIBIT ‘A’, Scope of Services, Westwood shall be compensated a lump sum fee of \$51,700.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT ‘A’, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

A. Conceptual Design	\$39,600.00
B. Public Engagement	<u>\$12,100.00</u>
TOTAL	\$51,700.00

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood’s cost.

END OF EXHIBIT ‘B’

EXHIBIT C to Agreement between the City of Tomball, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

EXHIBIT C – INSURANCE

A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT ‘C’

EXHIBIT D - PROJECT LOCATIONS

TOMBALL

EXHIBIT D



NOT TO SCALE

TOMBALL ENTRY MONUMENT LOCATIONS
PAGE 1 OF 1



EXHIBIT E to Agreement between the City of Tomball, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

EXHIBIT ‘E’ – SCHEDULE

TOMBALL GATEWAY MONUMENTATION

Westwood acknowledges the importance to the City of the project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule. The City understands, however, that Westwood’s performance must be governed by sound professional practices. If, through no fault of Westwood, such periods of times or dates are changed, or the orderly and continuous progress of Westwood’s services is impaired, or Westwood’s services are delayed or suspended, then the time for completion of the services, and the rates and amounts of compensation, shall be adjusted equitably.

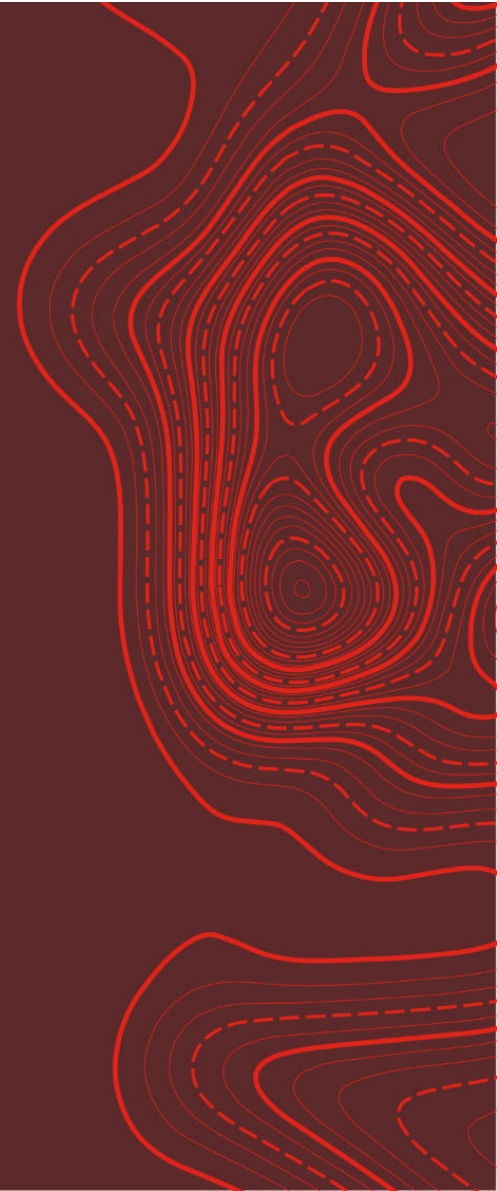
Estimated project timeline based on previous coordination with City staff:	
NTP	November 5, 2024
Kickoff Meeting & Site Assessments	November 2024
Conceptual Meeting #1	December 2024
Conceptual Meeting #2	January 2025
Public Meeting #1	February 2025
Conceptual Meeting #3	March 2025
Conceptual Meeting #4	April 2025
Public Meeting #2 & Conceptual Design Completion	May 2025

END OF EXHIBIT ‘E’

Westwood

South Region

Landscape Architecture Group



Melissa, TX

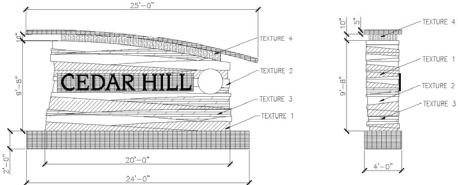


Cedar Hill, TX

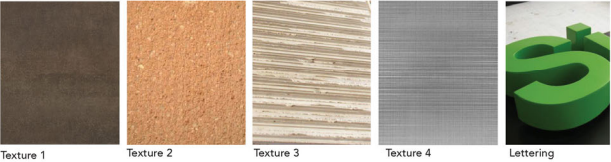
PERSPECTIVE



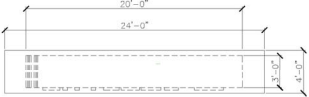
ELEVATION



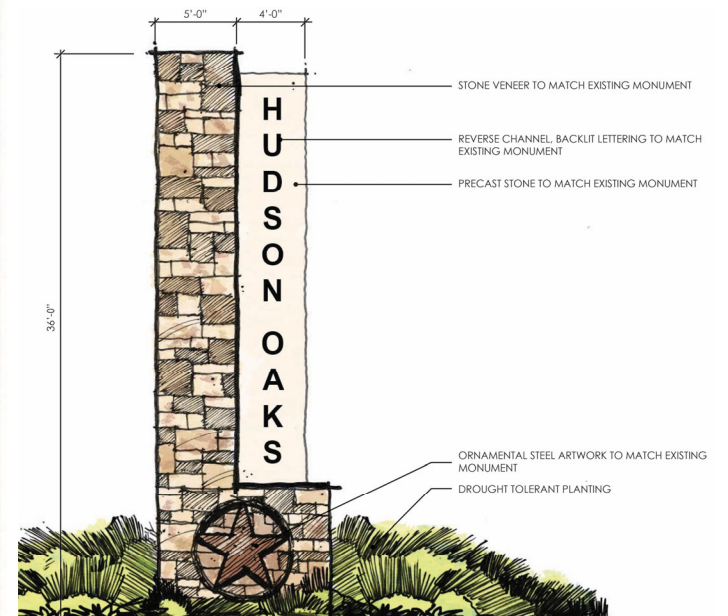
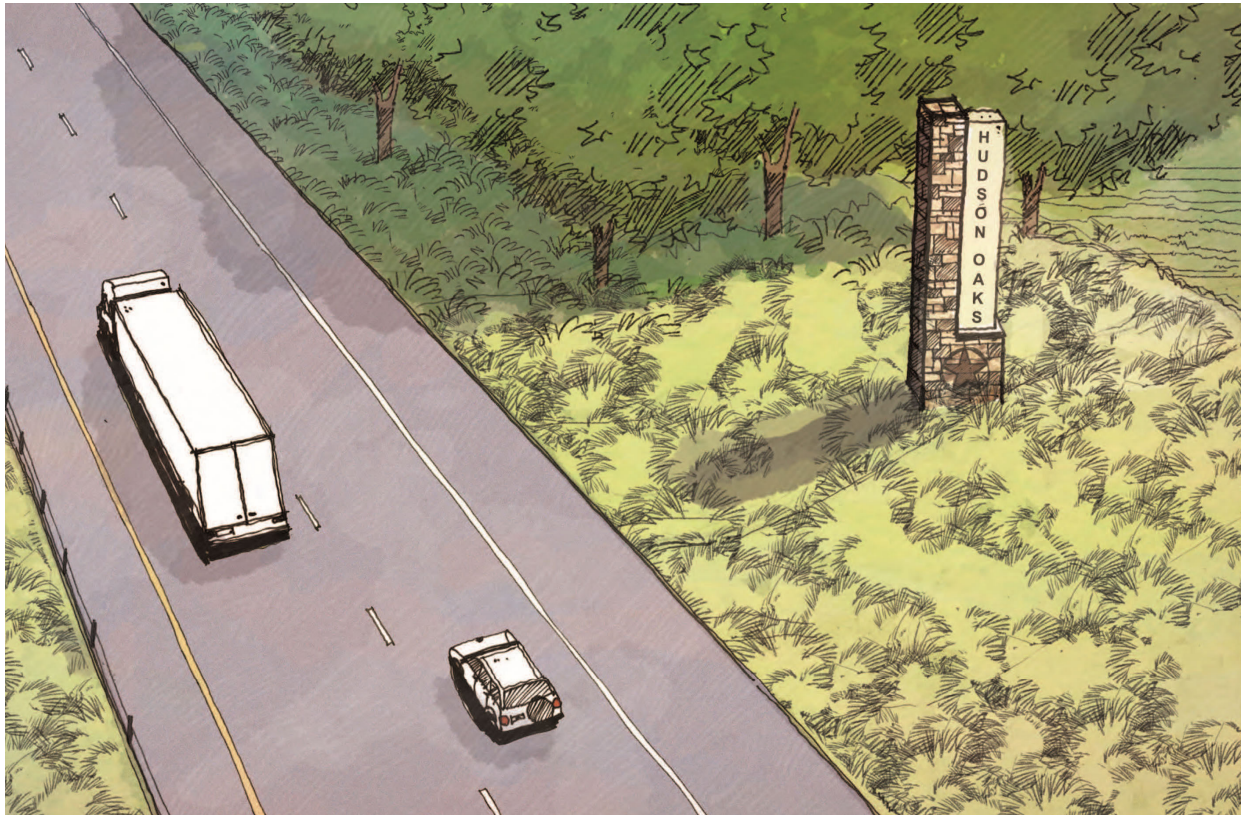
MATERIALS AND COLOR



PLAN



Hudson Oaks, TX



Gene L. Voyles Pavilion, Hudson Oaks, TX

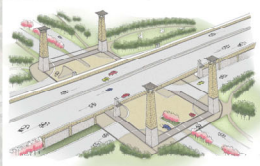


SM Wright Parkway, Dallas, TX

MONUMENTS AND WALLS | DESIGN RECOMMENDATIONS



ENTRY GATEWAY

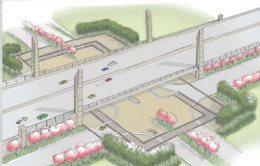


Craftsman Abstract: Bridge Adjacency

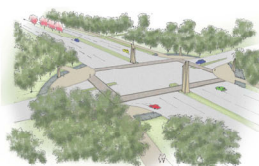
NEIGHBORHOOD GATEWAY



Craftsman Abstract



Steeple Abstract: Bridge Attachment



Steeple Abstract

FINISH



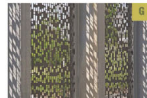
Stainless Steel



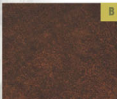
Stone Veneer - Rough



MSE Precast - Raised



Screen - Perforated Metal Plate



Corten



Stone Veneer - Smooth

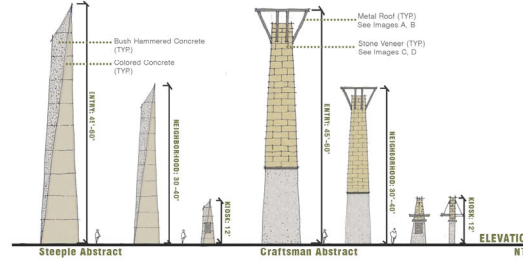


MSE Precast - Tooled



Screen - Perforated Metal w/ Glass Inlay

MONUMENT - DESIGN OPTIONS



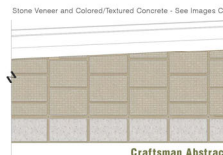
OVERPASS WALL - MSE PRECAST OPTIONS



Craftsman Abstract



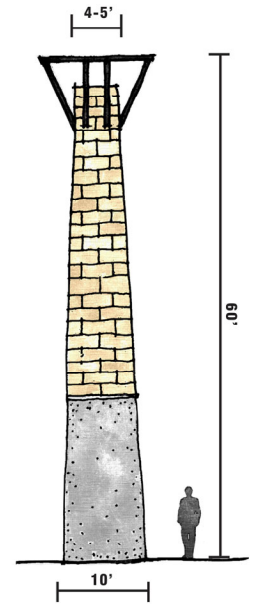
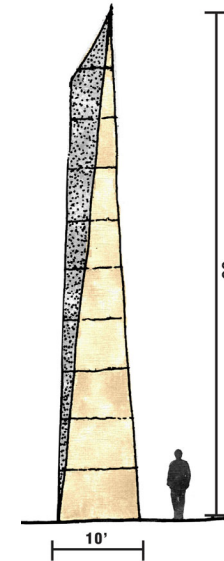
Steeple Abstract



Craftsman Abstract

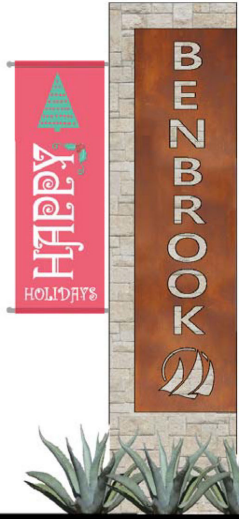


Steeple Abstract



Benbrook, TX

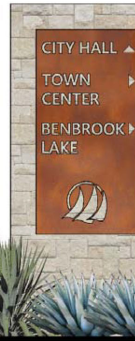
MONUMENT SIGN



MEDIAN SIGN



WAYFINDING



LOCATION MARKER



Rock Creek Ranch, Fort Worth, TX

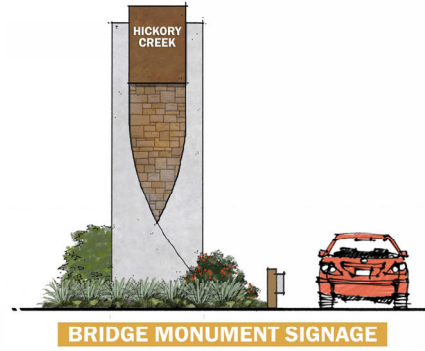


Big Thicket National Preserve Parkway

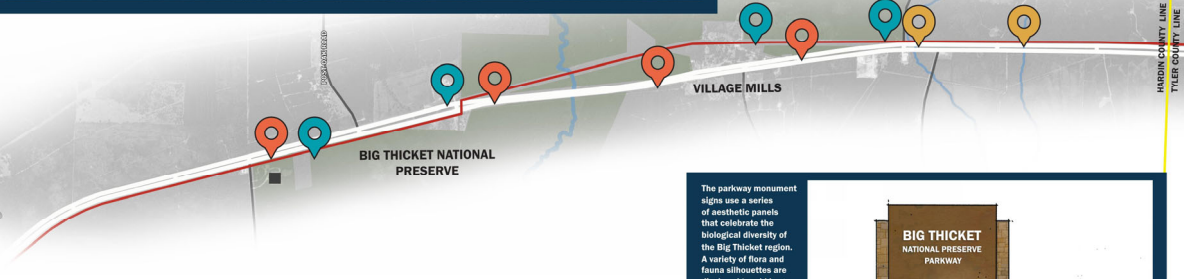
VILLAGE CREEK BRIDGE CROSSING

Village Creek is a major asset to the local community. Big Thicket National Preserve, and the city of Village Mills. It is a center point for outdoor recreational activities and is the largest creek crossing along the corridor.

By creating a landmark structure over Village Creek, the bridge will become an iconic feature and the Big Thicket region as a whole for users along the corridor.



- PARKWAY MONUMENT SIGNAGE
- BRIDGE MONUMENT SIGNAGE
- TRAIL SIGNAGE



The parkway monument signs use a series of aesthetic panels that celebrate the biological diversity of the Big Thicket region. A variety of flora and fauna silhouettes are displayed to add large scale visual interest to the vehicular corridor. The stone, concrete, and steel sign structures remain the same, to establish a consistent look and feel along the entire parkway.

PARKWAY MONUMENT SIGNAGE



Westwood

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 18, 2024

Topic:

Approve a Service Agreement with Every-Bellies Catering, LLC for alcohol beverage services for City of Tomball festivals (RFP 2024-14) and authorize the City Manager to execute any and all documents related to the purchases.

Background:

Every-Bellies was selected through the Request for Proposals process (RFP 2024-14), which allowed for interested parties to submit their qualifications and proposal to act as the primary vendor for the sale of beer and wine at City festivals. It was anticipated that this service would involve serving as the primary vendor for alcohol beverage services for a maximum of six (6) festivals during the calendar year, depicted below.

Event Name	Event Month
Choo-Choo Chowdown (new event)	March
Rails and Tails Mudbug Festival	April
July 4 th Celebration and Street Festival	July
GroovFest	September
Depot Day and Fall Fest	October
Deck the Depot Tree Lighting	December

The RFP required that respondents include prior festival experience, references, percentage of gross festival revenue to be paid to the City following an event over the first \$1,000 in profit, description of proposed vending space, and proof of TABC certified servers.

The RFP was advertised as required by Chapter 252 of the Texas Local Government Code and was sent to local restaurants/vendors that could potentially fulfill the requirements or had shown interest in serving as the vendor. The RFP was requested by two vendors, Cisco’s Salsa Company and Every-Bellies. The City received one proposal from Every-Bellies.

The submitted proposal meets all requirements in the defined scope of work and City staff recommends awarding a service agreement to Every-Bellies Catering, LLC for an initial term of one (1) Year, with two (2) additional renewal options.

Origination: Project Management

Recommendation:

Staff recommends approving a Service Agreement with Every-Bellies Catering, LLC for alcohol beverage services for City festivals.

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

FUNDING (IF APPLICABLE)

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

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

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

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

**CITY OF TOMBALL
SERVICES AGREEMENT**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Alcohol Beverage Service- Beer & Wine Vendor

This Agreement is made and entered into by the City of Tomball (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, Every-Bellies Catering, LLC (the “Company”), with an office at 106 Market Street, Tomball, TX 77375, City hereby engages the services of Company as an independent contract for Alcohol Beverage services- Beer & Wine Vendor, upon the following terms and conditions.

1. SCOPE OF AGREEMENT

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

2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from **January 1,2025 through December 31,2025 with (2) two additional (1) one- year renewal options.** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT

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

4. ASSIGNMENT

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

5. COMPENSATION

Vendor shall pay the City a percentage of gross festival revenue in accordance with the Contract Documents per the submitted Contract Pricing (EXHIBIT B), hereto attached and accepted by the City. The total revenue for this contract is as follows: 20% of gross festival revenue, after the first \$2,000 of revenue, will be paid to City.

6. MODIFICATION OF RATES

Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

7. IDEMNITY

7.1. DEFINITIONS

For the purpose of this section the following definitions apply:

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

7.2. Indemnity

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

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

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

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

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

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

8. INSURANCE

8.1. AMOUNTS OF INSURANCE

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

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

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

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

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

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

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

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

8.2. OTHER INSURANCE REQUIREMENTS

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

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

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

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

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

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

9. LICENSING

Vendor shall display TABC Certifications for each server working festivals.

10. PAYMENT AND PERFORMANCE

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

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

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

12. COMPANY CERTIFICATIONS

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

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

13. NO WAIVER OF IMMUNITY

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

14. NOTICES

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

Notice to Company may be sent to the following address:

15. CONTRACT ADMINISTRATOR

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

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

AGREED to and ACCPETED this 25 day of October, 2024.

Everybellies Catering, LLC
Company

Nicole Cole
Signature

Nicole Cole
Print Name

Owner
Title

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this ___ day of _____, 2024,
by _____, on behalf of said entity.

Notary Public, State of Texas

AGREED to and ACCPETED this ___ day of _____, 2024.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Tracylynn Garcia
City Secretary

RFP 2024-13: ALCOHOL BEVERAGE SERVICES – CITY OF TOMBALL FESTIVALS
EXHIBIT A
SCOPE OF WORK

The City of Tomball is seeking to enter into a Service Agreement with a responsible vendor to provide alcohol beverage services, **limited to beer and wine**, at six (6) City festivals. Vendors with proven experience performing alcohol beverage services are invited to submit profit sharing proposals to provide the operation and management of the sale of beer and wine at designated events within the City of Tomball. The required services and performance conditions are described in the Scope of Work (Exhibit A).

The Vendor services will consist of a single company capable of providing operation and management of necessary equipment, employees, sales items, sales receipts and reports, permits, furnishings and all other materials required for the full operation of beverage and alcohol stands at special events, as specified within this RFP.

It is the intention of the City of Tomball to enter into a services agreement with a single Vendor for an initial period of two (2) years, with the right and option to extend the term for three (3) additional one (1) year periods with the same term and conditions upon the mutual agreement of the. The Vendor will have the right and option to terminate the Contract with a six-month (180) day notice to the City in writing. The City of Tomball will also have the right and option to terminate the Contract upon thirty (30) days written notice.

I. Background

The City of Tomball's motto is "Tomball is Texas for Fun" and with our rapid growth and change over the last decade, Tomball is widely known for its fun spirit and family-oriented community. Our community has continued to grow into an economically diverse and prosperous community, and we continually strive to retain our small-town history and hometown charm. Much of this retention comes from the many festivals hosted in our town, both by the City and other organizations.

Although Tomball may be considered a small community, it offers big options when it comes to recreation and events including five (5) community parks, one (1) sports complex, and the Depot, which is the primary location for most City festivals. Tomball currently hosts six (6) City-sponsored festivals (weather pending), which require a Vendor to sale alcoholic beverages.

Event Name	Event Month
EVENT PENDING	March
Rails and Tails Mudbug Festival	April
July 4 th Celebration and Street Festival	July
Groovfest	September
Depot Day and Fall Fest	November
Depot Tree Lighting	November/December (dependent on Thanksgiving holiday)

The purpose of this proposal is to contract with a responsible vendor for the sale of alcoholic beverages, limited to beer and wine, to event patrons of designated festivals within the City of Tomball with a profit-sharing plan in place to aid in offsetting event costs with a portion of the gross sales.

The Vendor will have exclusive rights to the sale of alcoholic beverages, including beer and wine, during the specified City of Tomball festivals. The City will provide the Vendor with festival dates, times, and general scope of each event, if themed. The selected Vendor is also encouraged to offer soft drinks however, food trucks and other vendors also operating at the festivals will be allowed to sell non-alcoholic beverages to their customers.

II. Vendor Specifications

a. Operations and Management

The Vendor will work with the City to determine the number of and location of service areas within the event area for each event. The City of Tomball will have the final approval of number, location, and hours of service. The Vendor will be responsible for the setup, tear down, and management of each location.

b. Equipment

The Vendor is responsible for providing, at their sole expense, all items necessary to provide onsite sale of beer and wine. The selected Vendor shall be responsible for the items' upkeep, maintenance, repairs and replacement. All items purchased by the Vendor shall remain the property of the Vendor. The Vendor is responsible for the setup, tear down and clean-up of all equipment used and shall remove said equipment from the event grounds within 48 hours of the conclusion of every event. Equipment may include, but is not limited to:

- i. Point-of-sale
- ii. Vending space
- iii. Tables and chairs
- iv. Coolers or troughs
- v. Bars or beverage stands

c. Furnishings

The Vendor is responsible for providing all furnishings unless otherwise negotiated before the event. Furnishings include but is not limited to:

- i. Custom event cups
- ii. Sponsored products
- iii. Utensils
- iv. Beverage serving ware

d. Signage

All prices shall be prominently posted at each serving location.

e. Employees

Vendor is responsible for providing the necessary trained staff and personnel for each event. All staff will be required to wear a uniform, festival t shirt and or credentials for identification purposes. Apparel and personal cleanliness shall be suitable and in keeping with the atmosphere associated with the proposed operation.

f. Sale of Items

The Vendor will be the exclusive seller of beer and wine at festivals previously listed. Vendor shall provide a list of brands to be sold and pricing. Brands and pricing should reflect market trends and should be comparable to similar events. The Vendor is solely responsible for the delivery and handling of alcoholic beverages. Glass containers are not permitted.

g. Receipts and Reports

Vendor is responsible for maintaining a system of tracking sales. The Vendor shall provide the City, immediately following the event, the statements showing gross sales and reports including the number of units of each item sold at each designated location and for what cost. The Vendor shall provide the City, no more the 30 days following the event, a post event report including all sales numbers and plans or ideas for the future of the event.

h. Permits

The Vendor is responsible for securing all licensing and permits to ensure all sales of product conform to local, state, and federal codes and requirements. The Vendor shall maintain current knowledge of the City of Tomball ordinances regarding the sale of alcohol.

III. City Provided Services

The City will provide the following equipment and services for City festivals to the selected Vendor.

- a. Utilities: the City will provide power to beverage stations for cash registers and lights, if needed by the Vendor.
- b. Sanitation: the City shall provide access to a dumpster for the selected Vendor to utilize for trash generated solely by the operation of events.
- c. Trash Receptacles: the City will provide and place trash receptacles adjacent to the vendor space. City staff will empty these receptacles, as necessary.

IV. Deliverables during Contract Term

- a. The Vendor is to provide all contract documents, recommendations for items sold, location for beverage station, quality control activities to ensure adherence with local and state laws and regulations, and site observation.
- b. The Vendor is to provide the sale of beer and wine at the designated City events in accordance with the specification listed in Section 2 of this document.
- c. The Vendor is to provide receipts and reports after each event in accordance with the specifications listed in Section 2 of this document. The Vendor is to include recommendations for changes or improvements to the event, if applicable.

V. Insurance Requirements

Vendor shall obtain and keep for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

- A. The amount of insurance shall not be less than:
 1. Commercial General Liability: Minimum of \$3,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
 2. Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
 3. Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
- B. Each insurance policy required by this Agreement shall have the following clauses:
 1. "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City of Tomball".

2. "It is agreed that any insurance or self-insurance maintained by the City of Tomball, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."
- C. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall have the following clause in a separate endorsement:
 1. "The City of Tomball, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with the City of Tomball."
 - D. Insurance is to be placed with insurers acceptable to and approved by the City of Tomball. Contractor's insurer must be authorized to do business in Texas at the time the license is executed and throughout the period the license is maintained, unless otherwise agreed to in writing by the City of Tomball. Failure to keep or renew coverage or to supply evidence of renewal will be treated as a material breach of contract.
 - E. City shall be given original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the city before work begins on the premises.
 - F. City reserves the right to require complete, certified copies of all required insurance policies at any time.
 - G. Any deductibles or self-insured retentions must be declared to and approved by the city. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents, and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - H. Contractor shall include all its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverage for Contractor's contractors shall be subject to all the requirements stated herein.
 - I. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees, or contractors upon the Premises during the License Period.

- 4) Every-Bellies recruits our most confident employees that are comfortable with large crowds and working with the public quickly and effeicently.
- 5) Every-Bellies has invested in equipment, wifi capabilities, appropriate signage, tables and tents to provide a professional setting that represents Every-Bellie and the City of Tomball.
- 6) Every-Bellies sets up and breaks down in the aloted time that the City allegates.

Financial Compensation:

Every-Bellies will profit share 20% of our profits after the first \$2000.

Pricing:

Beer \$7

Selters \$7

Large 20 oz water \$5

Description of Proposed Vendor Space:

Every-Bellies sets up 2 tents in the designated festival area. We have 2 bars that we use to set up draft beer, we use troughs and white coolers to hold ice and water. We have professional signage printed for all sides of the tents to clearly read beer and wine prices and options.

References:

- 1) Houston Distributing, Tammy Harris, 281-802-5820
- 2) Scarmardo Foods, Jeremy Katkoski, 936-419-9293

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 18, 2024

Topic:

Approve Resolution No. 2024-43, a Resolution of the City Council of the City of Tomball, Texas, casting its vote to appoint directors to the Harris Central Appraisal District's board of directors.

Background:

As required by Senate Bill 2 (SB 2) and the Texas Property Tax Code, the process for selecting directors for the appraisal district is now entering the final phase. All taxing units have nominated candidates for the five open seats on the board of directors.

The ballot listing all nominated candidates has been sent to the presiding officers of each qualified taxing unit, including the City of Tomball, which has 5 votes.

The five candidates with the most votes will be appointed to the board, with three serving three-year terms and two serving one-year terms, as outlined in the attached voting resolution. The terms will begin January 1, 2025.

The list of qualified applicants is as follows:

Cassandra Auzenne Bandy

Johnathan Cowen

Martina Lemond Dixon

Bill Frazer

Melissa Noriega

Jim Robinson

Paul Shanklin

Mike Sullivan

Origination: Harris Central Appraisal District, Office of Chief Appraiser

Recommendation:

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

RESOLUTION NO. 2024-43

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS, CASTING ITS VOTE TO APPOINT
DIRECTORS TO THE HARRIS CENTRAL APPRAISAL
DISTRICT'S BOARD OF DIRECTORS**

* * * * *

WHEREAS, the chief appraiser of the Harris Central Appraisal District has delivered to the presiding officer of this governing body the names of those persons duly nominated to be named a candidate to be appointed to serve on the board of directors of the Harris Central Appraisal District; and

WHEREAS, City of Tomball deems it appropriate and in the public interest to cast its vote for the candidate(s) of its choice to be appointed to serve on the board of directors of the Harris Central Appraisal District's Board of Directors; now, therefore

BE IT RESOLVED BY HARRIS COUNTY:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby adopted, ratified, and confirmed

Section 2. That City of Tomball does hereby cast its vote, by casting 5 votes for the person(s) indicated on the enclosed Certificate of Ballot to be appointed to serve on the board of directors of the Harris Central Appraisal District, for a term beginning January 1, 2025.

Section 3. That the candidates receiving the highest vote totals will serve three-year terms and the candidates receiving the fourth and fifth highest vote totals will serve a one-year term.

Section 4. That the presiding officer be, and he or she is hereby, authorized and directed to deliver or cause to be delivered an executed or certified copy of this resolution to the chief appraiser of the Harris Central Appraisal District no later than 5:00 p.m. on December 16, 2024, unless otherwise required to be delivered earlier pursuant to the provisions contained in Section 6.03 (k-1).

PASSED, APPROVED, AND RESOLVED this 18th day of November, 2024.

Lori Klein Quinn, Mayor

ATTEST:

Tracy Garcia, City Secretary



**Harris Central Appraisal District
OFFICE OF CHIEF APPRAISER**

TO: TO THE GOVERNING BODY AND/OR THE PRESIDING OFFICER OF

City of Tomball

SERVED BY THE HARRIS CENTRAL APPRAISAL DISTRICT

FROM: ROLAND ALTINGER, CHIEF APPRAISER

SUBJECT: VOTING BALLOT FOR THE ELECTION TO APPOINT FIVE (5)
DIRECTORS TO THE HARRIS CENTRAL APPRAISAL DISTRICT BOARD
OF DIRECTORS

DATE: October 17, 2024

As you know, the taxing units are following a new procedure to select appraisal district directors this year as directed by SB 2 (Texas Property Tax Code Sections See 6.0301 and 6.03). All taxing units have completed the process that the law specifies for selecting a nominee. We are now entering the phase whereby the taxing units that are qualified to vote under Section 6.03(d) will select the directors from among the nominated candidates for the five (5) open seats on the appraisal district's board of directors. This letter begins this final step in the process of appointing five directors.

Before October 30, the chief appraiser is required to prepare a voting ballot listing alphabetically by surname all candidates submitted by all taxing units, including the nominee of the conservation and reclamation districts, that were timely submitted. The chief appraiser is then required to send that ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote. The names of all candidates officially nominated are reflected on the enclosed "Certification of Ballot" form.

Pursuant to voting entitlement calculations made pursuant to Texas Property Tax Code Section 6.03(d), **City of Tomball** has **5** votes.

To assist in the election procedure, please find enclosed a Certification of Ballot and a suggested form of resolution for casting vote(s) for the candidate(s). The governing body of each taxing unit

is entitled to cast its votes for a candidate(s) of its choice from the names appearing on the appropriate Certification of Ballot.

A taxing unit's votes may be cast for one candidate or may be distributed among any of the candidates listed on the Certification of Ballot. See Property Tax Code Section 6.03 (c). **Please be certain to write down the number of votes you wish to cast for the candidate(s) for whom you are casting your votes.**

Each governing body that casts its votes for one or more of the candidates must formally adopt a resolution naming the person or persons for whom it votes, the number of votes cast for each person, and submit a certified copy to the chief appraiser. ***The vote must be by resolution.***

The resolution, or a certified copy thereof, together with the completed Certification of Ballot, must be delivered to Roland Altinger, Chief Appraiser, 13013 Northwest Freeway, Houston, Texas 77040, or mailed to P. O. Box 920975, Houston, Texas 77292-0975 ***to arrive before 5:00 p.m. on December 16, 2024.*** The outside of the envelope should be marked "Ballot for Board of Directors." Ballots that arrive after that day and time will not be counted.

Resolutions and the Certification of Ballot may be submitted via e-mail to cguerra@hcad.org. However, if they are submitted via e-mail, the original must also be mailed to the address shown above via regular first-class mail.

The five candidates receiving the most votes will be appointed to the board of directors for a term beginning January 1, 2025. S.B. 2 requires that in this first election the taxing units elect three members to three-year terms and two members to a one-year term. The attached voting resolution states that the three candidates receiving the highest votes will serve three-year terms and the two candidates receiving the fourth and fifth highest vote totals will serve a one-year term.

It is important to note that a very specific voting time limit applies to some governing bodies of taxing units because they are each entitled to cast at least 5% (237) of the total votes (4,745).

Specifically, Section 6.03(k-1) states, “[T]he governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.”

In counting votes cast in the final election involving all voting taxing units entitled to vote, the Tax Code requires the chief appraiser to separate the ballots returned by the Conservation and Reclamation Districts. Pursuant to Section 6.03(k), the candidate who receives the most votes of the Conservation and Reclamation Districts is considered to have received all the votes cast by the Conservation and Reclamation Districts. The other candidates receiving votes from the Conservation and Reclamation Districts who did not receive the most votes cast are considered to have received no votes from the Conservation and Reclamation Districts.

The chief appraiser will count the votes as specified under the provisions contained within the Texas Property Tax Code. The chief appraiser will then declare the results and notify the winners, the nominees, and the presiding officers of each taxing unit before December 31, 2024.

A tie vote will be resolved by a method of chance chosen by the chief appraiser.

If you have questions about the board selection process, please call me at 713-957-5299.

Sincerely,



Roland Altinger, RPA
Chief Appraiser

Attachments

cc: HCAD Board Members
Tax Assessors
Attorneys

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF

City of Tomball

CASTING ITS VOTE TO APPOINT DIRECTORS
TO THE HARRIS CENTRAL APPRAISAL DISTRICT'S BOARD OF DIRECTORS

WHEREAS, the chief appraiser of the Harris Central Appraisal District has delivered to the presiding officer of this governing body the names of those persons duly nominated to be named a candidate to be appointed to serve on the board of directors of the Harris Central Appraisal District; and

WHEREAS, **City of Tomball** deems it appropriate and in the public interest to cast its vote for the candidate(s) of its choice to be appointed to serve on the board of directors of the Harris Central Appraisal District's Board of Directors; now, therefore

BE IT RESOLVED BY HARRIS COUNTY:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby adopted, ratified, and confirmed.

Section 2. That **City of Tomball** does hereby cast its vote, by casting 5 votes for the person(s) indicated on the enclosed Certificate of Ballot to be appointed to serve on the board of directors of the Harris Central Appraisal District, for a term beginning January 1, 2025.

Section 3. That the three candidates receiving the highest vote totals will serve three-year terms and the candidates receiving the fourth and fifth highest vote totals will serve a one-year term.

Section 4. That the presiding officer be, and he or she is hereby, authorized and directed to deliver or cause to be delivered an executed or certified copy of this resolution to the chief appraiser of the Harris Central Appraisal District no later than 5:00 p.m. on December 16, 2024, unless otherwise required to be delivered earlier pursuant to the provisions contained in Section 6.03 (k-1).

PASSED AND APPROVED this _____ day of _____, 2024.

Presiding Officer

ATTEST

Witness

Certification of Ballot - City of Tomball

CASTING ITS VOTE TO APPOINT DIRECTORS
TO THE HARRIS CENTRAL APPRAISAL DISTRICT'S BOARD OF DIRECTORS

I, _____, certify that on the _____ day of _____, 2024, the governing body of **City of Tomball** did by resolution cast its **5** votes as indicated below on this Certification of Ballot for the person(s) listed below to be appointed to the Harris Central Appraisal District's Board of Directors. There will be **five directors** appointed to the board through this voting process involving all taxing units eligible to vote.

You may cast your votes for one or more candidates or distribute them amongst the candidates listed below for any number of directorships. (Section 6.03 (c)).

You are not required to cast any or all of your votes for the candidate that you nominated.

(PLEASE PLACE an "X" NEXT TO THE CANDIDATE(S) OF YOUR CHOICE AND LIST THE NUMBER OF VOTES YOU ARE CASTING FOR THE CANDIDATE(S))

NAME	MARK WITH "X"	NUMBER OF VOTES <u>5</u>
Cassandra Auzenne Bandy	_____	_____
Jonathan Cowen	_____	_____
Martina Lemond Dixon	_____	_____
Bill Frazer	_____	_____
Melissa Noriega	_____	_____
Jim Robinson	_____	_____
Paul Shanklin	_____	_____
Mike Sullivan	_____	_____

I further certify that a true and correct copy of the resolution casting such ballot is attached hereto.

WITNESS MY HAND this _____ day of _____, 2024

Presiding Officer

ATTEST:

Witness

JUR NO.	TAXING UNIT	2023 ADJ. LEVY FOR CALC.	2023 ADJ. LEVY EXCLUDING COL. B	2024 ALLOCATION RATIO EXCLUDING COL. B	X 1,000	Round to nearest whole #	X 5	County	HISD	Other School Districts	COH	Other Cities	Conservation and Reclamation Districts	Comm Coll
114														
115	156 HC MUD 278	\$6,134,961	\$6,134,961	0.0004923470	0.482347001	0	0							0
116	159 HC MUD 290	\$6,505,874	\$6,505,874	0.000521478	0.522147804	1	5							0
117	161 MEADOWHILL REGNL MUD	\$5,480,316	\$5,480,316	0.0004398887	0.439838689	0	0							0
118	162 DOWDELL PUD	\$7,900,916	\$7,900,916	0.0006341109	0.634110949	1	5							0
119	163 EL DORADO UD	\$4,575,027	\$4,575,027	0.0003679835	0.07993463	0	0							0
120	164 EMERALD FOREST UD	\$3,560,421	\$3,560,421	0.0002854519	0.285751923	0	0							0
121	165 ENCANTO REJ ID	\$4,019,777	\$4,019,777	0.0003322618	0.032261831	0	0							0
122	170 HC MUD 286	\$921,484	\$921,484	0.0000739564	0.073956373	0	0							0
123	171 FALLBROOK UD	\$2,892,215	\$2,892,215	0.0002321231	0.232123111	0	0							0
124	172 FAUL KEY-GULLY MUD	\$1,865,481	\$1,865,481	0.0001566976	0.156697616	0	0							0
125	174 FOREST HILLS MUD	\$1,992,426	\$1,992,426	0.0001669761	0.16697616	0	0							0
126	175 FOUNTAINHEAD MUD	\$1,865,481	\$1,865,481	0.0001497196	0.149719593	0	0							0
127	176 FERRY ROAD MUD	\$529,838	\$529,838	0.0000425237	0.042523687	0	0							0
128	177 HC MUD 415	\$1,228,104	\$1,228,104	0.0000985651	0.098565052	0	0							0
129	178 HC MUD 418	\$19,503,644	\$19,503,644	0.00015653216	1.565321566	2	10							0
130	179 HC MUD 304	\$3,213,926	\$3,213,926	0.0000697440	0.069743957	0	0							0
131	180 HC MUD 275	\$868,998	\$868,998	0.0000697440	0.069743957	0	0							0
132	182 GRANT ROAD PUD	\$2,652,697	\$2,652,697	0.0002289991	0.212899898	0	0							0
133	183 GREENWOOD UD	\$3,495,291	\$3,495,291	0.0002805247	0.280524726	0	0							0
134	185 GREEN TRAILS MUD	\$748,288	\$748,288	0.000060560	0.06056026	0	0							0
135	186 GREENS PARKWAY MUD	\$2,640,293	\$2,640,293	0.0002115044	0.211904379	0	0							0
136	187 HC MUD 287	\$6,530,884	\$6,530,884	0.000646709	0.64670859	1	5							0
137	189 HC MUD 489	\$15,440,286	\$15,440,286	0.0012392050	1.239204974	1	5							0
138	190 HC MUD 284	\$2,261,023	\$2,261,023	0.0001614650	0.161464944	0	0							0
139	193 HC MUD 285	\$6,251,537	\$6,251,537	0.0005017352	0.501735249	1	5							0
140	197 HC MUD 401	\$4,030,412	\$4,030,412	0.0003234724	0.323472415	0	0							0
141	205 HC MUD 321	\$6,331,566	\$6,331,566	0.0005081582	0.508158209	1	5							0
142	206 HC FMSD 6	\$1,547,603	\$1,547,603	0.0001242074	0.124207371	0	0							0
143	207 HC MUD 282	\$2,589,369	\$2,589,369	0.0002078173	0.207817326	0	0							0
144	208 HC MUD 316	\$695,535	\$695,535	0.0000559222	0.05592218	0	0							0
145	213 HC MUD 322	\$1,788,930	\$1,788,930	0.0001435758	0.14357577	0	0							0
146	220 HC MUD 342	\$1,878,237	\$1,878,237	0.0001607434	0.160743363	0	0							0
147	224 HC MUD 345	\$3,181,153	\$3,181,153	0.0002353127	0.235312688	0	0							0
148	225 HC MUD 346	\$156,848	\$156,848	0.0000125883	0.012588292	0	0							0
149	227 HC FMSD 27	\$719,523	\$719,523	0.0000577474	0.057747407	0	0							0
150	228 HC MUD 404	\$1,276,189	\$1,276,189	0.0001024243	0.102424253	0	0							0
151	229 HC MUD 412	\$3,093,811	\$3,093,811	0.0002483028	0.248302783	0	0							0
152	230 HC MUD 407	\$467,766	\$467,766	0.0000375419	0.037541918	0	0							0
153	231 HC MUD 405	\$580,721	\$580,721	0.0000465074	0.04650745	0	0							0
154	232 HC MUD 433	\$7,565,264	\$7,565,264	0.0006071722	0.607172223	1	5							0
155	234 HC MUD 451	\$1,139,927	\$1,139,927	0.0000914882	0.09148815	0	0							0
156	235 HC MUD 459	\$1,409,771	\$1,409,771	0.0001131453	0.113145264	0	0							0
157	236 HC MUD 416	\$2,353,943	\$2,353,943	0.0001889225	0.188922529	0	0							0
158	237 HC MUD 434	\$4,293,076	\$4,293,076	0.0003445533	0.344553277	0	0							0
159	238 HC MUD 439	\$504,496	\$504,496	0.0000404898	0.040489791	0	0							0
160	241 HC MUD 460	\$4,024,730	\$4,024,730	0.0003230164	0.323016389	0	0							0
161	242 HC MUD 450	\$2,028,544	\$2,028,544	0.0001628067	0.162806837	0	0							0
162	243 HC MUD 480	\$3,202,156	\$3,202,156	0.0002569983	0.256998325	0	0							0
163	246 HC MUD 432	\$6,448,641	\$6,448,641	0.0005175544	0.517554403	1	5							0
164	247 HC FMSD 47	\$1,581,350	\$1,581,350	0.0001269158	0.126915835	0	0							0
165	248 HC MUD 481	\$2,627,802	\$2,627,802	0.0002109019	0.210901878	1	5							0
166	249 HC MUD 406	\$8,176,822	\$8,176,822	0.000652546	0.65254596	1	5							0
167	251 HC FMSD 51	\$1,277,334	\$1,277,334	0.0001025161	0.102516148	0	0							0
168	252 CHAMPIONS MUD	\$1,504,234	\$1,504,234	0.0001207657	0.120765665	0	0							0
169	253 BRAZORIA COUNTY MUD 18	\$655,264	\$655,264	0.0000539827	0.053982693	0	0							0
170	254 KINGS MANOR MUD	\$551,942	\$551,942	0.0000442977	0.044297707	0	0							0

JUR NO.	TAXING UNIT	2023 ADJ. LEVY FOR CALC.	2023 ADJ. LEVY EXCLUDING COL. B	2024 ALLOCATION RATIO EXCLUDING COL. B	X 1.000	Round to nearest whole #	X \$	County	HSD	Other School Districts	COH	Other Cities	Conservation and Reclamation Districts	Comm Coll
342	517 HC MUD 217	\$1,411,115	\$1,411,115	0.0001132353	0.11323531	0	0							
343	519 HC MUD 341	\$1,354,186	\$1,354,186	0.0001086841	0.108684128	0	0							
344	520 HC MUD 370	\$2,673,961	\$2,673,961	0.0002146065	0.21460652	0	0							
345	521 HC MUD 221	\$1,628,534	\$1,628,534	0.0001307027	0.130702724	0	0							
346	522 HC MUD 222	\$1,395,293	\$1,395,293	0.0001198333	0.11983329	0	0							
347	524 HC MUD 354	\$2,240,072	\$2,240,072	0.0004197835	0.19783481	0	0							
348	525 HC MUD 355	\$418,948	\$418,948	0.0000336239	0.033623888	0	0							
349	526 HC MUD 357	\$3,269,103	\$3,269,103	0.0002823714	0.282371351	0	0							
350	527 HC MUD 358	\$345,621	\$345,621	0.0000277388	0.027738817	0	0							
351	528 HC MUD 358	\$2,803,276	\$2,803,276	0.0002249851	0.224985053	0	0							
352	529 HC MUD 360	\$1,983,140	\$1,983,140	0.0001591627	0.159162657	0	0							
353	530 HC MUD 230	\$2,353,699	\$2,353,699	0.0001889029	0.188902946	0	0							
354	531 HC MUD 231	\$319,088	\$319,088	0.0000258093	0.025609334	0	0							
355	532 HC MUD 361	\$1,120,158	\$1,120,158	0.0000899015	0.089901532	0	0							
356	533 HC MUD 233	\$939,809	\$939,809	0.0000754271	0.075427089	0	0							
357	534 HC MUD 364	\$2,699,032	\$2,699,032	0.0002166186	0.216618648	0	0							
358	535 HC MUD 365	\$2,640,437	\$2,640,437	0.0002119159	0.211915956	0	0							
359	538 HC MUD 238	\$2,812,318	\$2,812,318	0.0002257107	0.225710745	0	0							
360	539 HC MUD 239	\$2,613,961	\$2,613,961	0.0002097910	0.209791028	0	0							
361	541 HC MUD 257	\$1,958,862	\$1,958,862	0.0001572142	0.157214156	0	0							
362	542 HC MUD 261	\$788,997	\$788,997	0.0000633232	0.063323245	0	0							
363	544 HC MUD 280	\$1,720,192	\$1,720,192	0.0001380590	0.138059002	0	0							
364	545 HC MUD 281	\$1,743,451	\$1,743,451	0.0001399257	0.139925711	0	0							
365	548 HC MUD 248	\$3,145,468	\$3,145,468	0.0002524487	0.252448655	0	0							
366	549 HC MUD 249	\$2,779,181	\$2,779,181	0.0002230512	0.223051239	0	0							
367	Y 550 HC EMERG SRV DIST 7	\$18,046,627	\$0	0.0000000000	0	0	0							
368	555 HC MUD 366	\$36,559	\$436,559	0.0000393073	0.03930731	0	0							
369	556 HC UD 6	\$2,023,289	\$2,023,289	0.0001623849	0.162384932	0	0							
370	557 HC MUD 165 (DA 1)	\$1,482,249	\$1,482,249	0.0001188622	0.118862196	0	0							
371	559 HC MUD 528	\$224,128	\$224,128	0.0000739800	0.073980043	0	0							
372	564 HC UD 14	\$467,111	\$467,111	0.0000374893	0.037489349	0	0							
373	565 HC UD 15	\$2,058,312	\$2,058,312	0.0001651958	0.165195805	0	0							
374	566 HC UD 16	\$3,007,810	\$3,007,810	0.0002414005	0.241400523	0	0							
375	567 CROSBY MUD (DA 1)	\$998,010	\$398,010	0.0000319434	0.031943448	0	0							
376	568 VILLAGE AT KATY DEV. DISTRICT	\$171,305	\$171,305	0.0000137486	0.01374868	0	0							
377	600 HC WCID FONDREN ROAD	\$875,495	\$875,495	0.0000702654	0.070265393	0	0							
378	601 HC WCID 1	\$1,620,684	\$1,620,684	0.0001300727	0.130072699	0	0							
379	602 HC WCID 21	\$2,022,415	\$2,022,415	0.0001623148	0.162314787	0	0							
380	603 HC WCID 36	\$1,435,731	\$1,435,731	0.0001152288	0.115228759	0	0							
381	604 HC WCID 50	\$1,531,347	\$1,531,347	0.0001468901	0.14689007	0	0							
382	605 HC WCID 70	\$862,617	\$862,617	0.0000692318	0.069231831	0	0							
383	606 HC WCID 74	\$1,732,906	\$1,732,906	0.0001390794	0.139079401	0	0							
384	609 HC WCID 84	\$3,318,428	\$3,318,428	0.0002663301	0.266330072	0	0							
385	610 HC WCID 89	\$6,325,530	\$6,325,530	0.0005076738	0.507673772	1	5							
386	611 HC WCID 91	\$497,173	\$497,173	0.0000399021	0.039902062	0	0							
387	612 HC WCID 92	\$757,385	\$757,385	0.0000807861	0.080786132	0	0							
388	613 HC WCID 96	\$8,336,417	\$8,336,417	0.0006890633	0.689063346	1	5							
389	614 HC WCID 155	\$2,108,707	\$2,108,707	0.0001692402	0.169240402	0	0							
390	615 HC WCID 089	\$276,203	\$276,203	0.0000221675	0.022167474	0	0							
391	616 HC WCID 156	\$486,579	\$486,579	0.0000390518	0.03905181	0	0							
392	617 HC WCID 157	\$7,604,355	\$7,604,355	0.0006103066	0.610309586	1	5							
393	618 HC ID 25	\$636,642	\$636,642	0.0000510956	0.051095552	0	0							
394	622 HC WCID 109	\$1,987,296	\$1,987,296	0.0001694962	0.169496309	0	0							
395	623 HC WCID 110	\$3,872,803	\$3,872,803	0.0003108230	0.310823047	0	0							
396	624 HC WCID 113	\$740,198	\$740,198	0.0000594067	0.059406735	0	0							
397	625 HC WCID 114	\$1,354,574	\$1,354,574	0.0001087153	0.108715259	0	0							
398	626 HC WCID 116	\$1,063,702	\$1,063,702	0.0000985705	0.098570492	0	0							

	JUR NO	TAXING UNIT	2023 ADJ. LEVY FOR CALC.	2023 ADJ. LEVY EXCLUDING COL B	2024 ALLOCATION RATIO EXCLUDING COL B	X 1.000	Round to nearest whole #	X 5	County	HSD	Other School Districts	COH	Other Cities	Conservation and Reclamation Districts	Comm Coll
399	627	HC WCID 119	\$3,561,236	\$3,561,236	0.0002874227	0.287422652	0	0							
400	628	HC WCID 132	\$690,132	\$690,132	0.0000545860	0.054585968	0	0							
401	629	HC WCID 133	\$2,263,023	\$2,263,023	0.0001816255	0.181625448	0	0							
402	630	HC WCID 136	\$1,406,653	\$1,406,653	0.0001128950	0.11289502	0	0							
403	631	HC EMERG SRV DIST 46	\$5,913,231	\$0	0.0000000000	0	0								
404	632	HC WCID 145	\$915,289	\$915,289	0.0000734592	0.073459176	0	0							
405	633	HC EMERG SRV DIST 9	\$28,758,264	\$0	0.0000000000	0	0								
406	634	HC EMERG SRV DIST 13	\$10,263,801	\$0	0.0000000000	0	0								
407	635	HC EMERG SRV DIST 16	\$6,712,749	\$0	0.0000000000	0	0								
408	636	HC EMERG SRV DIST 20	\$7,381,735	\$0	0.0000000000	0	0								
409	637	HC EMERG SRV DIST 28	\$4,763,352	\$0	0.0000000000	0	0								
410	638	HC EMERG SRV DIST 47	\$5,625,423	\$0	0.0000000000	0	0								
411	639	HC EMERG SRV DIST 24	\$7,414,361	\$0	0.0000000000	0	0								
412	640	HC EMERG SRV DIST 14	\$561,575	\$0	0.0000000000	0	0								
413	641	HC EMERG SRV DIST 10	\$6,925,645	\$0	0.0000000000	0	0								
414	642	HC EMERG SRV DIST 25	\$2,883,122	\$0	0.0000000000	0	0								
415	643	HC EMERG SRV DIST 48	\$18,807,821	\$0	0.0000000000	0	0								
416	645	HC EMERG SRV DIST 29	\$4,214,672	\$0	0.0000000000	0	0								
417	647	HC EMERG SRV DIST 17	\$6,716,827	\$0	0.0000000000	0	0								
418	648	HC EMERG SRV DIST 21	\$4,661,909	\$0	0.0000000000	0	0								
419	649	HC EMERG SRV DIST 19	\$233,973	\$0	0.0000000000	0	0								
420	650	HARRIS-FT BEND MUD 1	\$395,205	\$395,205	0.0000317183	0.031718325	0	0							
421	651	HEATHERLOCH MUD	\$1,778,189	\$1,778,189	0.0001427134	0.142713399	0	0							
422	652	HORSEPEN BAYOU MUD	\$2,418,693	\$2,418,693	0.0001941192	0.194119228	0	0							
423	654	HUNTERS GLEN MUD	\$4,704,688	\$4,704,688	0.000375884	0.37588383	0	0							
424	656	INTERSTATE MUD	\$2,704,936	\$2,704,936	0.0002170925	0.217092491	0	0							
425	657	INVERNESS FOREST ID	\$1,361,646	\$1,361,646	0.0001092829	0.10928282	0	0							
426	658	LACKRABBIT ROAD PUD	\$1,304,099	\$1,304,099	0.0001046643	0.104664251	0	0							
427	660	HARRIS-FT BEND CO MUD 3	\$4,666,835	\$4,666,835	0.0003745504	0.37455039	0	0							
428	662	FORT BEND CO MUD 30	\$3,537	\$3,537	0.0000002839	0.000283872	0	0							
429	664	HC EMERG SRV DIST 75	\$1,366,245	\$0	0.0000000000	0	0								
430	665	HC ESD 15	\$1,214,957	\$0	0.0000000000	0	0								
431	666	HC EMERG SRV DIST 11	\$22,934,302	\$0	0.0000000000	0	0								
432	667	HC EMERG SRV DIST 50	\$4,629,257	\$0	0.0000000000	0	0								
433	668	HC EMERG SRV DIST 12	\$2,174,254	\$0	0.0000000000	0	0								
434	669	HC EMERG SRV DIST 80	\$1,590,290	\$0	0.0000000000	0	0								
435	670	HC EMERG SRV DIST 60	\$5,084,922	\$0	0.0000000000	0	0								
436	671	HC EMERG SRV DIST 1	\$23,164,602	\$0	0.0000000000	0	0								
437	672	HC EMERG SRV DIST 2	\$1,953,433	\$0	0.0000000000	0	0								
438	673	HC EMERG SRV DIST 3	\$4,661,050	\$0	0.0000000000	0	0								
439	674	HC EMERG SRV DIST 4	\$1,683,180	\$0	0.0000000000	0	0								
440	675	HC EMERG SRV DIST 5	\$857,888	\$0	0.0000000000	0	0								
441	676	HC EMERG SRV DIST 6	\$1,337,172	\$0	0.0000000000	0	0								
442	677	HARRIS-FT BND ESD 100	\$3,196,107	\$0	0.0000000000	0	0								
443	678	WALLER-HARRIS ESD 200	\$4,195,803	\$0	0.0000000000	0	0								
444	679	HC EMERG SRV DIST 8	\$5,751,567	\$0	0.0000000000	0	0								
445	681	KINGSBRIDGE MUD	\$126,753	\$126,753	0.0000100927	0.10092672	0	0							
446	682	KIRKMONT MUD	\$758,982	\$758,982	0.0000609143	0.060914304	0	0							
447	683	KLEIN PUD	\$1,391,554	\$1,391,554	0.0001116832	0.11683206	0	0							
448	684	KLEINWOOD MUD	\$1,966,215	\$1,966,215	0.0001578043	0.157804292	0	0							
449	687	HC MUD 572	\$224,166	\$224,166	0.0000179911	0.017991093	0	0							
450	691	LAKE MUD	\$1,951,387	\$1,951,387	0.0001566142	0.156614228	0	0							
451	692	LAKE FOREST UD	\$1,020,158	\$1,020,158	0.0000818757	0.08187542	0	0							
452	693	LANGHAM CREEK UD	\$4,513,346	\$4,513,346	0.000362317	0.36231685	0	0							
453	694	LONGHORN TOWN UD	\$696,204	\$696,204	0.0000558759	0.055875873	0	0							
454	695	LOUETTA NORTH PUD	\$1,205,676	\$1,205,676	0.0000367650	0.036765027	0	0							
455	696	LOUETTA ROAD UD	\$407,243	\$407,243	0.0000323644	0.032684469	0	0							

	JUR NO.	TAXING UNIT	2023 ADJ LEVY FOR CALC.	2023 ADJ LEVY EXCLUDING COL. B	2024 ALLOCATION RATIO EXCLUDING COL. B	X 1,000	Round to nearest whole #	X \$	County	HSD	Other School Districts	COH	Other Cities	Conservation and Reclamation Districts	Comm Coll
570															
571	913	CINCO MUD 6	\$428,488	\$428,488	0.00000348895	0.034389548	0	0						0	
572	914	HC-FE BEND MUD 9	\$494,553	\$494,553	0.0000396918	0.039691787	0	0						0	
573	916	FT BEND WCID 5	\$47,813	\$47,813	0.0000038324	0.00383271	0	0						0	
574	917	FALL CREEK MGMT DIST	\$394,732	\$394,732	0.0000316804	0.031680363	0	0						0	
575	921	FALL CREEK MGMT DIST	\$643,394	\$643,394	0.0000516375	0.051637453	0	0						0	
576	A02	HC MUD 578	\$768,245	\$768,245	0.0000616577	0.061657733	0	0						0	
577	A03	HC MUD 547	\$113,269	\$113,269	0.0000099907	0.009990732	0	0						0	
578	A04	WESTWOOD MGMT DISTRICT	\$672,753	\$672,753	0.0000539937	0.053993745	0	0						0	
579	A06	HC MUD 576	\$64	\$64	0.0000000051	5.13851E-06	0	0						0	
580	A07	HC WCID 164	\$68,423	\$68,423	0.0000054915	0.005491486	0	0						0	
581	A09	HC WCID 539	\$84	\$84	0.0000000067	6.74166E-06	0	0						0	
582	A10	HC MUD 532	\$1,668	\$1,668	0.000001339	0.00013387	0	0						0	
583	A11	HARRIS WALLER COUNTIES MUD 12	\$75,143	\$75,143	0.0000060308	0.00603082	0	0						0	
584	A14	ENGLAVE AT THE WOODLANDS DA	\$151,115	\$151,115	0.0000121282	0.012128173	0	0						0	
585	A15	HC MUD 589	\$65,119	\$65,119	0.0000052263	0.005226314	0	0						0	
			\$361,729	\$361,729	0.0000771864	0.077186353	0	0						0	

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 18, 2024

Topic:

Approve Resolution No. 2024-42, A Resolution of the City Council of the City of Tomball, Texas, Declaring The Intention to Institute Proceedings to Annex Certain Territory; describing such territory; setting December 16, 2024 at 6 o'clock pm as the date and time for Public Hearing at which all interested parties shall have an opportunity to be heard; providing for publication of such notice of said Public Hearing; directing preparation of a municipal service plan for the territory proposed to be annexed (being approximately 5.2 acres tract of land consisting of: a strip of land approximately forty-feet-wide containing 1.187 acres of land in the Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, and being an abandoned portion of Old Tomball-Waller Road and that certain 4.1037 acre tract of land situated in the Chauncy Goodrich Survey, Abstract 31, Harris County, Texas, and being that 4.1037 acre tract of land conveyed to Ernest George and wife, Ida George from Lee Etta Weindorff by deed dated November 24, 1964, filed for record under Harris County Clerk's Film Code No. 148-36-2242); and providing for severability.

Background:

Approval of Resolution No. 2024-42 will declare the City's intention to annex the property within the City's ETJ, and to schedule the required public hearing.

The Local Government Code only requires one public hearing on proposed annexations. The staff's recommendation is that the public hearing be held during the Regular Council meeting on December 16, 2024.

The first reading of the ordinance to annex will be presented following the public hearing on December 16, 2024; Second reading will be presented at the regular Council meeting on January 6, 2024.

Origination: Anna M. Rumfolo – Applicant

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member

Date

City Manager

Date

RESOLUTION NO. 2024-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, DECLARING THE INTENTION TO INSTITUTE PROCEEDINGS TO ANNEX CERTAIN TERRITORY; DESCRIBING SUCH TERRITORY; SETTING DECEMBER 16, 2024 AT 6 O’CLOCK PM AS THE DATE AND TIME FOR PUBLIC HEARING AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF SUCH NOTICE OF SAID PUBLIC HEARING; DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED (BEING APPROXIMATELY 5.2 ACRES TRACT OF LAND CONSISTING OF: A STRIP OF LAND APPROXIMATELY FOURTY-FEET-WIDE CONTAINING 1.187 ACRES OF LAND IN THE CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, AND BEING AN ABANDONED PORTION OF OLD TOMBALL-WALLER ROAD AND THAT CERTAIN 4.1037 ACRE TRACT OF LAND SITUATED IN THE CHAUNCY GOODRICH SURVEY, ABSTRACT 31, HARRIS COUNTY, TEXAS, AND BEING THAT 4.1037 ACRE TRACT OF LAND CONVEYED TO ERNEST GEORGE AND WIFE, IDA GEORGE FROM LEE ETTA WEINDORFF BY DEED DATED NOVEMBER 24, 1964, FILED FOR RECORD UNDER HARRIS COUNTY CLERK’S FILM CODE NO. 148-36-2242); AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, Anna M. Rumfolo, an individual, is the owner (the “Owner”) of a certain tract of land being a strip of land approximately forty-foot-wide containing 1.187 acres in the Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, and being an abandoned portion of Old Tomball-Waller Road; and

WHEREAS, the Owner is the owner of a certain tract of land being that certain 4.1037 acre tract of land situated in the Chauncey Goodrich Survey, Abstract 31, Harris County, Texas, and being that 4.1037 acre tract of land conveyed to Ernest George and wife, Ida George from Lee Etta Weindorff by Deed dated November 24, 1964, filed for record under Harris County Clerk’s Film Code No. 148-36-2242; and

WHEREAS, the Owner has petitioned that the City of Tomball annex the above described tracts into the City of Tomball (attached as “Exhibit A”); and

WHEREAS, Texas Local Government Code, at Section 43.0673 requires a municipality to conduct one public hearing prior to the adoption of an ordinance annexing the Property;

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

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

Section 2. The City Council of the City of Tomball hereby declares its intention to institute proceedings to annex to the City the territory described in Exhibit “A” attached hereto and made a part hereof by the passage of an ordinance of annexation extending the general corporate limits of the City of Tomball for all purposes to include such territory.

Section 3. The City Council directs that the Council will hold a public hearing on December 16, 2024, at the City Council Chambers at 401 Market Street, Tomball, Texas 77375, at 6 o’clock p.m., where all interested persons will be provided the opportunity to be heard on the requests for annexation of approximately 5.2 acres tracts of land as more fully described in the Exhibit “A”.

Section 4. The City Secretary is directed to post notice of the public hearings in a newspaper of general circulation in the City once on or after the 20th day but before the 10th day before December 16, 2024.

Section 5. The City Secretary is directed to post notice of the public hearings on the City’s website on or after the 20th day but before the 10th day before December 16, 2024, and must remain posted until the date of the hearing.

Section 6. The appropriate City departments are directed to prepare the Municipal Service Plan for the Property to include provisions for police protection; fire protection; solid waste collection, maintenance of water, wastewater, and gas facilities; operation and maintenance of roads and streets; operation and maintenance of parks, playground and swimming pools; and operation and maintenance of any other publicly owned facility, building, or service, as needed.

Section 7. In the event any clause phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND RESOLVED this the 18th day of November 2024.

Lori Klein Quinn, Mayor

ATTEST:

Tracylynn Garcia, City Secretary

City of Tomball
Annexation Packet: Request of Owner
Coversheet

This form is for use by a property owner that requests full-purpose annexation of a tract. If the subject tract is not individually owned and the petition is not by consent of all property owners, a different packet must be used. All property owners must consent to annexation and be signatories on the petition. **ONLY ONE OWNER NEEDS TO SUBMIT THE APPLICATION BUT ALL OWNERS MUST SIGN THE PETITION.**

The City of Tomball requires annexation as a condition of providing municipal water, wastewater and gas to property located outside of the City's full-purpose jurisdiction. Following annexation, available utility service can be provided per the Written Agreement Regarding Services under the same conditions as for other property located within the City of Tomball.

For information regarding the City's annexation process, please contact the City Secretary at 281-290-1019 or the Community Development Department at 281-290-1405.

Requesting annexation does not change the City's obligation to provide municipal services in accordance with Chapter 43 of the Texas Local Government Code. **ANNEXATION MUST BE COMPLETED PRIOR TO PROVIDING WATER, WASTEWATER AND GAS UTILITIES.**

I, the undersigned, submit this complete packet for purposes of seeking annexation into the City of Tomball.

ANNA M. RUMFOLD
Name of Owner submitting Application


Signature

9/19/24
Date

- Cover sheet
- Property Owner Attestation Checklist
- Proof of Ownership
- Property Value & Anticipated Development Information Worksheet
- Petition Requesting Annexation
- Metes and Bounds Description and Map of Property (as Exhibit A)
- Written Agreement Regarding Services
- Attendance at Public Hearing (time and date to be posted)
- City Department Review Page

Submit complete application to:
City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Retain a copy for your records.

**City of Tomball
Annexation Packet: Request of Owner
Property Owner Attestation Checklist**

For the annexation request to be valid and complete under this application and process, the following must be true:

- Property in the Extraterritorial Jurisdiction of Tomball (land is contiguous and adjacent to the City).
- The property is not appraised for ad valorem tax purposes as land for:
 - Agricultural management use; OR
 - Wildlife management use; OR
 - Timber land; OR
- The landowner declines (waives) to make a development agreement with the City.
- All landowners are in consent of and are signatories on the annexation.

These attestations will be made as part of the Petition.

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

1. Agent's Contact Information

Please list any agents acting on behalf of the annexation property owner(s) that should be notified of information pertaining to this annexation request.

Name: _____
Company Name: _____
Mailing Address: _____
Phone Number: _____
E-mail Address: _____

(Attach a list of additional agents, if necessary.)

2. Property Addresses (List all property addresses associated with the proposed annexation property. Attach a list of additional property addresses, if necessary.)

- a. 15920 FM 2920 TOMBALL, TEXAS 77377
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____

3. Nature of Existing Property

Property Location: 15920 FM 2920 Number of Acres: APPROX 5.2 AC
Current Assessed Valuation of Land: \$ 829,087⁰⁰
Current Assessed Valuation of Improvements: \$ 160,334
Total: \$ 989,421

Does this property current contain any structures?

- Yes (continue with subsection a through d)
 No (skip to #4)

- a. Residential
Are there existing residential structures on the property?

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

No (skip to b)
 Yes (continue)
Total Units _____
Lots or _____ Acres

Number of Units by Type:

Single Family _____
Duplexes _____
Four-Plex _____
Patio Homes _____
Townhouses _____
Apartments _____

b. Office and Commercial
Are there existing Office or Commercial structures on the property?

No (skip to c)
 Yes (continue)
Size (Sq. Ft.) _____
Structure Description OFFICE APPROX 300 SQ FT
Exterior Site Improvements METAL BAN APPROX 1920 SQ FT
OUT BUILDING 280 SQ FT.
Total Site Coverage _____

c. Institutional
Are there existing Institutional structures on the property?

No (skip to d)
 Yes (continue)
Size (Sq. Ft.) _____
Structure Description _____
Exterior Site Improvements _____
Total Site Coverage _____

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

- d. Industrial
 Are there existing Industrial structures on the property?
 No (skip to 4)
 Yes (continue)
 Size (Sq. Ft.) _____
 Structure Description _____
 Exterior Site Improvements _____
 Total Site Coverage _____
4. Anticipated Development
- a. Platting Status (check the applicable box below)
 A plat pertaining to this property **HAS BEEN** submitted to the Community Development Department for review.
 A plat pertaining to this property **WILL BE** submitted to the Community Development Department for review in the near future.
 A plat pertaining to this property **WILL NOT BE** submitted within the next six (6) months.
- b. Zoning Status – NOTE: PROPERTIES ARE ANNEXED AS AGRICULTURAL (“AG”) ZONING, UNLESS ZONING RECLASSIFICATION IS REQUESTED BY THE PROPERTY OWNER IN CONJUNCTION WITH ANNEXATION.
 Is zoning reclassification requested in conjunction with the annexation process?
 YES (ensure you contact the Community Development Department)
 NO
 Will zoning changes be required and requested in the future to accommodate anticipated development?
AT THE SAME TIME YES (Describe: _____ acres of _____ acres will be rezoned)
 NO
- c. Residential
 Are Residential structures anticipated on the proposed property?
 NO (skip to d)
 YES (continue)
 _____ Number of Units _____ Value of Units (individual)
 _____ Number of Lots or Acres _____ Estimate Total Value
 Number of Units by Type
 _____ Single-Family
 _____ Duplexes
 _____ Four-Plex

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

___ Patio Homes
___ Townhouses
___ Apartments

d. Office and Commercial

Are Office and/or Commercial structures anticipated on the proposed property?

NO (skip to e)

___ YES (continue)

Size (Sq. Ft.) _____

Unit Value (\$/Sq. Ft.) _____

Total Estimated Value _____

Structure Description _____

Exterior Site Improvements _____

Total Site Coverage _____

e. Institutional

Are Institutional structures anticipated on the proposed property?

NO (skip to f)

___ YES (continue)

Size (Sq. Ft.) _____

Unit Value (\$/Sq. Ft.) _____

Total Estimated Value _____

Structure Description _____

Exterior Site Improvements _____

Total Site Coverage _____

f. Industrial

Are Industrial structures anticipated on the proposed property?

NO (skip to g)

___ YES (continue)

Size (Sq. Ft.) _____

Unit Value (\$/Sq. Ft.) _____

Total Estimated Value _____

Structure Description _____

Exterior Site Improvements _____

Total Site Coverage _____

**City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet**

g. Staging of Anticipated Development (in percentages (%))

	Current Yr	Yr2	Yr3	Yr4	Yr5	Yr10	Yr20
Residential							
Office/Commercial							
Institutional							
Industrial							

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND CITY COUNCIL OF THE GOVERNING BODY OF TOMBALL,
TEXAS:

The undersigned owners of the hereinafter described tract of land, which represents each and every owner of the land in the area requesting annexation, hereby waive, if required, a development agreement pursuant to Section 43.016, Texas Local Government Code, and petition your honorable Body to extend the present city limits so as to include as part of the City of Tomball, Texas, the following described territory, to wit:

[DESCRIBE THE TERRITORY COVERED BY THE PETITION IN METES AND BOUNDS. A SURVEY AND/OR DESCRIPTION CAN BE ATTACHED AS A SEPARATE DOCUMENT AND REFERENCED AS AN EXHIBIT – DELETE THIS AFTER EDITS]

We certify that the above described tract of land is contiguous and adjacent to the City of Tomball, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

[USE AS MANY OR AS FEW SIGNATURE LINES AS NECESSARY FOR EACH PROPERTY OWNER – DELETE THIS AFTER EDITS]

Signed: *Anna Rumpf*

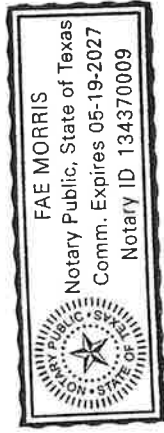
Signed: _____

Signed: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Anna Rumpf, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 9th day of September 2024.



Fae Morris
Notary Public in and for Harris County, Texas

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

I. **Introduction.** This Municipal Service Plan (the “Plan”) is made by the City of Tomball, Texas (the “City”), pursuant to Chapter 43 of the Texas Local Government Code. This Plan relates to the annexation by the City of the tract of land (the “Tract”) described in metes and bounds in “Exhibit A”, which is attached to the Petition, this Plan, and to the annexation ordinance which this Plan is a part.

II. **Effective Term.** This Plan shall be in effect for a period of ten (10) years commencing on the effective date of the annexation of the Tract, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

III. **Intent.** It is the intent of the City that services under this Plan shall equal the number of services and level of services in existence within the Tract prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected within the Tract. However, it is not the intent of this Plan to require that a uniform level of service be provided to all areas of the City, including the Tract, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

The City reserves the right, granted to it by Section 43.056(k), Texas Local Government Code, to amend this Plan, if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Texas Local Government Code, or other Texas laws to make this Plan unworkable, obsolete, or unlawful.

IV. Service Programs.

A. In General.

1. This Plan includes the following service programs: a General Services Program and a Capital Improvement Program.
2. As used in this Plan, “providing services” shall include having services provided by any method or means by which the City may extend municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

As used in this Plan, the phrase “standard policies and procedures” shall mean those policies and procedures of the City applicable to a particular service, which are in effect either at the time that the service is requested or at the time the service is made available or provided. Such policies and procedures may require a specific type of request be made, such as an

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

application or a petition, may require that fees or charges be paid, and may include eligibility requirements or other similar provisions.

3. **Extension Policy.** The following information is a summary of the City's policies respecting water, wastewater and gas service extensions. This summary is made in compliance with Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing herein shall repeal any provisions of the Code of Ordinances of the City, as amended, or any of the uncodified ordinances that contain the City's policies and procedures.

The City extends water, wastewater, and gas services to existing unserved development as follows:

Construction of such service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of any water and/or wastewater lines into the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) and to provide adequate capacity for projected service requirements.

Persons or entities desiring to develop land within unserved areas must construct water, wastewater, and gas service lines and extensions to connect to City trunk lines to serve the new development.

- B. **General Services Program.** The following services will be provided within the Tract within the period required by State law: police protection, fire protection, solid waste collection, operation and maintenance of water, wastewater, and gas facilities, operation and maintenance of roads and streets, including lighting, operation and maintenance of parks, playgrounds, and swimming pools, and maintenance of any other publicly owned facility, building or service. The General Services Program plan is as follows:

1. Police Protection. The Police Department of the City will provide protection and law enforcement within the Tract. These activities will include routine patrols and responses, handling of complaints and incident reports, and, as appropriate, support by special units. In order to provide the above services, the Police Department will operate from a city facility.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

2. Fire Protection. The Fire Department of the City will provide fire protection to the Tract. Fire protection will be provided from a city operated Fire Station. Fire protection will remain at the current or higher level of service.
3. Solid Waste Collection. All eligible residences and businesses will be provided solid waste collection service, either by City personnel or by contract.
4. Maintenance of Water, Wastewater, and Gas Facilities. There are no City water, wastewater, or gas facilities currently located within the Tract. If any such facilities are constructed or acquired by the City within the Tract, the City's Department of Public Works will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
5. Operation and Maintenance of Roads and Streets (including lighting). The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through an electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
6. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Department of Parks and Recreation will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
7. Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's Department of Public Works, as needed. Any other facility, building, or service existing or

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

C. Capital Improvement Program. It is the intent of the City to provide full City services within the Tract not less than four and one-half (4-1/2) years after the effective date of annexation of the Tract, in accordance with the Texas Local Government Code, § 43.056(e).

The City will initiate the acquisition and construction of the capital improvements necessary to provide municipal services adequate to serve the Tract. Any necessary construction or acquisition is indicated below, and any such construction or acquisition shall begin within two (2) years of the effective date of this Plan and shall be substantially completed within 4-1/2 years, except as otherwise indicated:

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded police facilities.
2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.
3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.
4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan.
5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water facilities. Water services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

the City's policies with regard to the extension of water services is attached to and made a part of this Plan.

6. Gas Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public gas facilities. Gas services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of gas services is attached to and made a part of this Plan.
7. Roads and Streets (including lighting). The City will acquire jurisdiction in and over all public roads and streets within the Tract upon annexation, pursuant to Section 311.001 of the Texas Transportation Code and other similar provisions, except for public roads and streets subject to the jurisdiction of other governmental entities. Additional roads, streets, or related facilities are not necessary at this time to service the Tract. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices or street lights, within the Tract will be governed by standard policies and procedures of the City. The Tract will be included with other City territory in connection with planning for new, improved, revised, widened, or enlarged roads, streets, or related facilities.
8. Parks, Playgrounds, and Swimming Pools. No capital improvements are necessary at this time to provide park and recreational services to the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded parks, playgrounds, and/or swimming pools.
9. Other Publicly Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services can be provided to the Tract by using existing capital improvements. At this time, additional capital improvements are not necessary to provide City services. However, the Tract will be included with other City territory in connection with planning for new, revised, or expanded facilities, functions, and services.

- V. **Amendment**. This Plan may not be amended or repealed, except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes at any time. This Plan is subject to, and shall be interpreted in accordance with, the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and any orders, rules, or regulations of any other governmental body having jurisdiction.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

VI. **Force Majeure.** In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Plan, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City's obligations, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term "force majeure" shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.

VII. **Entire Plan.** This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

If one or more provisions of this Plan is held to be invalid, unenforceable, or illegal in any respect, the remainder of the Plan shall remain valid and in full force and effect.

SIGNATURES

For the City:


Name [Signature]

Name [Printed]

Position

Date

For the Property Owner:



Name [Signature]

ANNA M. RUMFOLD

Name [Printed]

Company [if applicable]



Date

SERVICE AGREEMENT NOT VALID UNTIL SIGNED BY CITY REPRESENTATIVE AND
PROPERTY HAS BEEN ANNEXED

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

Additional Property Owner(s) [if applicable]

Name [Signature]

Name [Signature]

Name [Printed]

Name [Printed]

Company [if applicable]

Company [if applicable]

Date

Date

City of Tomball
Annexation Packet: Request of Owner
City Department Review Page

To be filled by Requestor(s)

Property Description: 5.2 ACRES TR 7E TRACT 7A

Requestor / Owner: ANNA M. ROMFOLD

Requestor / Owner: _____

Requestor / Owner: _____

Date complete packet filed: September 9, 2024

ABANDONED
REO
ABST 311 C
GOODRICH

To be filled by City Departments

Directions: Review the packet for completeness and concurrence with request.

For: Police Department

Name [Printed]

Name [Signature]

Position

Date

For: Community Development

Name [Printed]

Name [Signature]

Position

Date

For: Fire Department

Name [Printed]

Name [Signature]

Position

Date

For: Public Works / Engineering

Name [Printed]

Name [Signature]

Position

Date

Return to City Secretary

EXHIBIT "A"

FIELD NOTES

Being a strip of land approximately forty-foot-wide containing 1.187 acres of in the Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, and being an abandoned portion of Old Tomball-Waller Road, said 1.187 acres is hereafter referred to as "the subject tract" and is more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found lying in the northwesterly right-of-way line of FM 2920 (120 foot right-of-way) and marking an angle point in the southerly line of that certain 130.971 acre tract of land described in deed to Fred Wirt, Trustee, recorded under Clerk's File No. T469927 of the Official Public Records of Real Property of Harris County, Texas, (OPRRPHCoTx). Said point also marks the most northerly Northeast corner of the subject tract.

THENCE South $53^{\circ}02'00''$ West, (reference bearing based on deed of said 130.971 acre tract), with the northwesterly line of FM 2920, a distance of 59.00 feet to a 5/8 inch iron rod found marking the lower Northeast corner of the subject tract and the most easterly corner of that certain 4.1037 acre tract of land described under Clerk File No. M 970473 (OPRRPHCoTx);

THENCE South $83^{\circ}29'09''$ West, departing the northwesterly line of FM 2920, a distance of 656.60 feet to a 5/8 inch iron rod found marking an interior corner of the subject tract and the Northwest corner of the said 4.1037 acre tract;

THENCE South $00^{\circ}20'13''$ West, a distance of 505.95 feet to a 5/8 inch iron rod found lying in a curve in the northerly line of FM 2920 and marking the most southerly Southeast corner of the subject tract and the Southwest corner of the said 4.1037 acre tract;


THENCE in a southwesterly direction with a curve to the right along the North line of FM 2920 (Radius = 1372.40', Central Angle = $02^{\circ}04'52''$, Chord Bearing and Distance = $S 69^{\circ}23'1'' W \sim 49.84'$), an arc length of 49.85 feet to a 5/8 inch iron rod found marking the Southwest corner of the subject tract and the most southerly Southeast corner of the said 130.971 acre tract;

THENCE North $00^{\circ}30'51''$ East, departing the North line of FM 2920, a distance of 565.69 feet to a 5/8 inch iron rod found marking the Northwest corner of the subject tract and an interior corner of the said 130.971 acre tract;

THENCE South, $23^{\circ}46'18''$ East, with the upper South line of the said 130.971 acre tract, a distance of 748.47 feet to the **POINT OF BEGINNING**.

NOTE #1: These field notes (metes & bounds) are submitted in conjunction with a plat by Tony Swonke Land Surveying dated April 27, 1999, reference to which is here made.




Tony P. Swonke
RPLSN No. 4767
July 8, 1999

QUITCLAIM DEED

Date: September 1, 2000

Grantor: FREDDY WIRT, TRUSTEE

Grantor's Mailing Address (including county): 18512 Cypress-Rosehill Rd., Cypress,
Harris County, TX 77429

Grantee: ANNA M. RUMFOLO

Grantee's Mailing Address (including county): 223327 Rumfolo Dr., Tomball,
Harris County, TX 77375

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and
valuable consideration the receipt of which is hereby
acknowledged.

Property (including any improvements):

SEE EXHIBIT "A" ATTACHED HERETO

For the consideration Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the property, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators, successors, or assigns shall have, claim, or demand any right or title to the property or any part of it.

When the context requires, singular nouns and pronouns include the plural

Freddy Wirt Trustee
FREDDY WIRT, TRUSTEE

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the
by **FREDDY WIRT, TRUSTEE**

29th day of *AUGUST*, *2000*



Judith Haddad

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires: *3-28-2001*

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____, at _____, _____, _____, a _____

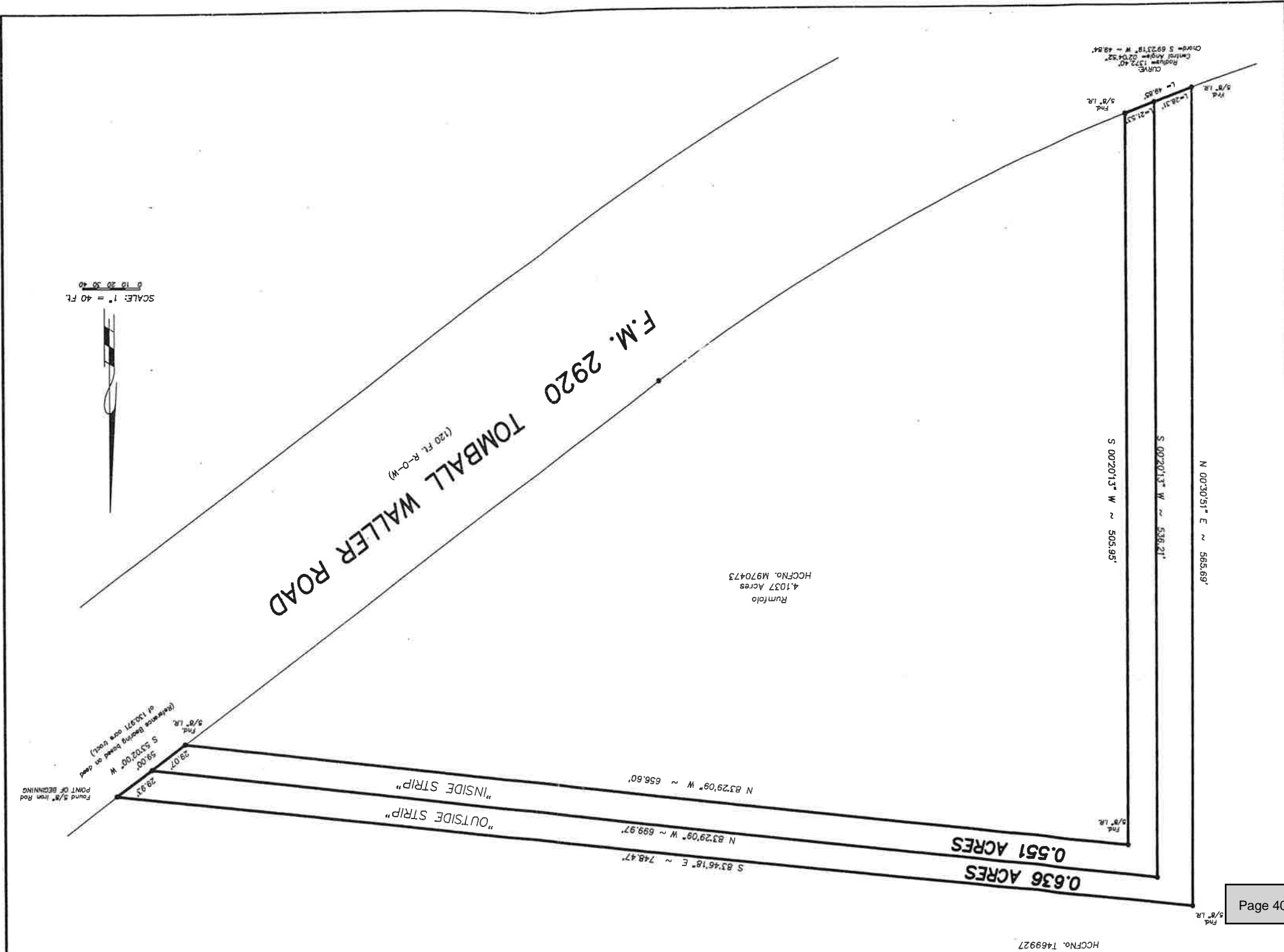
_____ day of _____, 19____.

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

AFTER RECORDING RETURN TO

PREPARED IN THE LAW OFFICE OF:



SCALE: 1" = 40 FT.
0 10 20 30 40



Tony Swonke Land Surveying

700 Kane St. • Tomball, TX 77375
281 351-SRVY 7789

CLIENT:

JWRUMFOLD

DATE:

SEPT 5, 2010

PROPERTY DESCRIPTION:

ABANDONED R-O-W

SERVICES RENDERED

** DRAW UP 2 SETS OF METES & BOUNDS*

paid Cash T.S.

COST

TOTAL = \$ 90.00

PROFESSIONAL ENGINEER LICENSE

STATE OF TEXAS

NO. 12345

DATE: 12/31/2023

STATUS: ACTIVE

EXPIRES: 12/31/2024

CLASSIFICATION: CIVIL

ISSUED BY: BOARD OF ENGINEERING EXAMINERS

STATE OF TEXAS

DEPARTMENT OF TRANSPORTATION

SECTION 100

DATE: 12/31/2023

PROJECT: [Handwritten]



- 1.00
- 2.00
- 3.00
- 4.00
- 5.00
- 6.00
- 7.00
- 8.00
- 9.00
- 10.00



THIS PLAN IS A COPY OF THE ORIGINAL PLAN ON FILE IN THE OFFICE OF THE ENGINEER. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

FIELD NOTES

Being a strip of land approximately twenty-foot-wide containing 0.551 acres (23,987 square feet) of land in the Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, and being an abandoned portion of Old Tomball-Waller Road, said 0.551 acres being that same tract of land described in deed recorded in Volume 582, Page 368, of the Deed Records of Harris County, Texas, is hereafter referred to as "the subject tract" and is more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found lying in the northwesterly right-of-way line of FM 2920 (120 foot right-of-way) and marking an angle point in the southerly line of that certain 130.971 acre tract of land described in deed to Fred Wirt, Trustee, recorded under Clerk's File No. T469927 of the Official Public Records of Real Property of Harris County, Texas, (OPRRPHCoTx). Said point also marks the most northerly Northeast corner of that certain strip of land conveyed to Harris County for right-of-way purposes recorded in Volume 93, Page 489, of the Deed Records of Harris County, Texas (hereafter called "outside strip");

THENCE South 53°02'00" West, (reference bearing based on deed of said 130.971 acre tract), with the northwesterly line of FM 2920, a distance of 29.93 feet to a point marking the upper Northeast corner of the subject tract, the lower Northeast corner of the said outside strip and **POINT OF BEGINNING**;

THENCE South 53°02'00" West, continuing with the northwesterly line of FM 2920, a distance of 29.07 feet to a 5/8 inch iron rod found marking the lower Northeast corner of the subject tract and the East corner of that certain 4.1037 acre tract of land described under Clerk File No. M 970473 (OPRRPHCoTx);

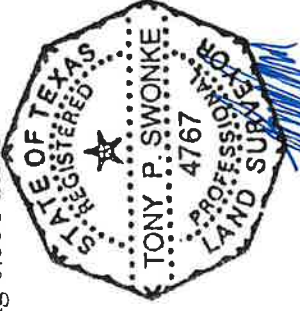
THENCE North 83°29'09" West, departing the northwesterly line of FM 2920, a distance of 656.60 feet to a 5/8 inch iron rod found marking an interior corner of the subject tract and the Northwest corner of the said 4.1037 acre tract;

THENCE South 00°20'13" West, a distance of 505.95 feet to a 5/8 inch iron rod found lying in a curve in the northerly line of FM 2920 and marking the lower Southeast corner of the subject tract and the Southwest corner of the said 4.1037 acre tract;

THENCE in a southwesterly direction with a curve to the right along the North line of FM 2920 (Radius= 1372.40', Central Angle= 00°53'56", Chord= S 68°34'53" W ~ 21.53'), an arc length of 21.53 feet to a point marking the Southwest corner of the subject tract and the lower Southeast corner of the said outside strip;

THENCE North 00°20'13" East, departing the North line of FM 2920, a distance of 536.21 feet to a point marking the Northwest corner of the subject tract and an interior corner of the said outside strip;

THENCE South 83°29'09" East, with the upper South line of the said outside strip, a distance of 699.97 feet to the **POINT OF BEGINNING** and containing 0.551 acres of land.



Tony P. Swonke
RPLS No. 4767

September 5, 2000

FIELD NOTES

Being a strip of land approximately twenty-foot-wide containing 0.551 acres (23,987 square feet) of land in the Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, and being an abandoned portion of Old Tomball-Waller Road, said 0.551 acres being that same tract of land described in deed recorded in Volume 582, Page 368, of the Deed Records of Harris County, Texas, is hereafter referred to as "the subject tract" and is more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found lying in the northwesterly right-of-way line of FM 2920 (120 foot right-of-way) and marking an angle point in the southerly line of that certain 130.971 acre tract of land described in deed to Fred Wirt, Trustee, recorded under Clerk's File No. T469927 of the Official Public Records of Real Property of Harris County, Texas, (OPRRPHCoTx). Said point also marks the most northerly Northeast corner of that certain strip of land conveyed to Harris County for right-of-way purposes recorded in Volume 93, Page 489, of the Deed Records of Harris County, Texas (hereafter called "outside strip);

THENCE South 53°02'00" West, (reference bearing based on deed of said 130.971 acre tract), with the northwesterly line of FM 2920, a distance of 29.93 feet to a point marking the upper Northeast corner of the subject tract, the lower Northeast corner of the said outside strip and **POINT OF BEGINNING**;

THENCE South 53°02'00" West, continuing with the northwesterly line of FM 2920, a distance of 29.07 feet to a 5/8 inch iron rod found marking the lower Northeast corner of the subject tract and the East corner of that certain 4.1037 acre tract of land described under Clerk File No. M 970473 (OPRRPHCoTx);

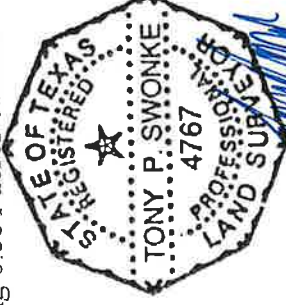
THENCE North 83°29'09" West, departing the northwesterly line of FM 2920, a distance of 656.60 feet to a 5/8 inch iron rod found marking an interior corner of the subject tract and the Northwest corner of the said 4.1037 acre tract;

THENCE South 00°20'13" West, a distance of 505.95 feet to a 5/8 inch iron rod found lying in a curve in the northerly line of FM 2920 and marking the lower Southeast corner of the subject tract and the Southwest corner of the said 4.1037 acre tract;

THENCE in a southwesterly direction with a curve to the right along the North line of FM 2920 (Radius= 1372.40', Central Angle= 00°53'56", Chord= S 68°34'53" W ~ 21.53'), an arc length of 21.53 feet to a point marking the Southwest corner of the subject tract and the lower Southeast corner of the said outside strip;

THENCE North 00°20'13" East, departing the North line of FM 2920, a distance of 536.21 feet to a point marking the Northwest corner of the subject tract and an interior corner of the said outside strip;

THENCE South 83°29'09" East, with the upper South line of the said outside strip, a distance of 699.97 feet to the **POINT OF BEGINNING** and containing 0.551 acres of land.



Tony P. Swonke
R/L.S.No. 4767

September 5, 2000

FIELD NOTES

Being a strip of land containing 0.636 acres of land in the Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, and being an abandoned portion of Old Tomball-Waller Road, said 0.636 acres being that same tract of land conveyed to Harris County for right-of-way purposes recorded in Volume 93, Page 489, of the Deed Records of Harris County, Texas, is hereafter referred to as "the subject tract" and is more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found lying in the northwesterly right-of-way line of FM 2920 (120 foot right-of-way) and marking an angle point in the southerly line of that certain 130.971 acre tract of land described in deed to Fred Wirt, Trustee, recorded under Clerk's File No. T469927 of the Official Public Records of Real Property of Harris County, Texas, (OPRRPHCoTx). Said point also marks the most northerly Northeast corner of the subject tract.

THENCE South 53°02'00" West, (reference bearing based on deed of said 130.971 acre tract), with the northwesterly line of FM 2920, a distance of 29.93 feet to a point marking the lower Northeast corner of the subject tract and the Northeast corner of that certain twenty-foot-wide strip of land conveyed to Harris County for right-of-way purposes recorded in Volume 528, Page 368 (HCDR), hereafter called "inside strip",

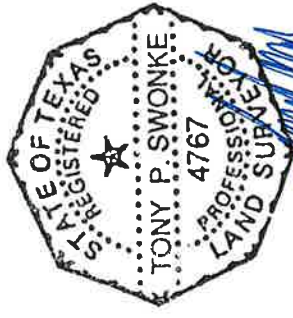
THENCE North 83°29'09" West, departing the northwesterly line of FM 2920, a distance of 699.97 feet to a point marking an interior corner of the subject tract and the Northwest corner of the said inside strip;

THENCE South 00°20'13" West, a distance of 536.21 feet to a point found lying in a curve in the northerly line of FM 2920 and marking the most southerly Southeast corner of the subject tract and the Southwest corner of the said inside strip;

THENCE in a southwesterly direction with a curve to the right along the North line of FM 2920 (Radius= 1372.40', Central Angle= 01°10'55", Chord= S 70°01'27" W ~ 28.31'), an arc length of 28.31 feet to a 5/8 inch iron rod found marking the Southwest corner of the subject tract and the most southerly Southeast corner of the said 130.971 acre tract;

THENCE North 00°30'51" East, departing the North line of FM 2920, a distance of 565.69 feet to a 5/8 inch iron rod found marking the Northwest corner of the subject tract and an interior corner of the said 130.971 acre tract;

THENCE South, 83°46'18" East, with the upper South line of the said 130.971 acre tract, a distance of 748.47 feet to the **POINT OF BEGINNING** and containing 0.636 acres of land.



Tony P. Swonke
RPLS No. 4767
September 5, 2000

FIELD NOTES

Being a strip of land containing 0.636 acres of land in the Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, and being an abandoned portion of Old Tomball-Waller Road, said 0.636 acres being that same tract of land conveyed to Harris County for right-of-way purposes recorded in Volume 93, Page 489, of the Deed Records of Harris County, Texas, is hereafter referred to as "the subject tract" and is more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found lying in the northwesterly right-of-way line of FM 2920 (120 foot right-of-way) and marking an angle point in the southerly line of that certain 130.971 acre tract of land described in deed to Fred Wirt, Trustee, recorded under Clerk's File No. T469927 of the Official Public Records of Real Property of Harris County, Texas, (OPRRPHCoTx). Said point also marks the most northerly Northeast corner of the subject tract.

THENCE South $53^{\circ}02'00''$ West, (reference bearing based on deed of said 130.971 acre tract), with the northwesterly line of FM 2920, a distance of 29.93 feet to a point marking the lower Northeast corner of the subject tract and the Northeast corner of that certain twenty-foot-wide strip of land conveyed to Harris County for right-of-way purposes recorded in Volume 528, Page 368 (HCDR), hereafter called "inside strip";

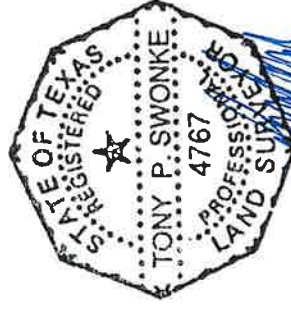
THENCE North $83^{\circ}29'09''$ West, departing the northwesterly line of FM 2920, a distance of 699.97 feet to a point marking an interior corner of the subject tract and the Northwest corner of the said inside strip;

THENCE South $00^{\circ}20'13''$ West, a distance of 536.21 feet to a point found lying in a curve in the northerly line of FM 2920 and marking the most southerly Southeast corner of the subject tract and the Southwest corner of the said inside strip;

THENCE in a southwesterly direction with a curve to the right along the North line of FM 2920 (Radius= 1372.40', Central Angle= $01^{\circ}10'55''$, Chord= $S 70^{\circ}01'27'' W \sim 28.31'$), an arc length of 28.31 feet to a 5/8 inch iron rod found marking the Southwest corner of the subject tract and the most southerly Southeast corner of the said 130.971 acre tract;

THENCE North $00^{\circ}30'51''$ East, departing the North line of FM 2920, a distance of 565.69 feet to a 5/8 inch iron rod found marking the Northwest corner of the subject tract and an interior corner of the said 130.971 acre tract;

THENCE South, $83^{\circ}46'18''$ East, with the upper South line of the said 130.971 acre tract, a distance of 748.47 feet to the **POINT OF BEGINNING** and containing 0.636 acres of land.



Tony P. Swonke
RPLS No. 4767
September 5, 2000

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT THE UNDERSIGNED, **RESOLUTION TRUST CORPORATION, as Receiver of FIRST EQUITY SAVINGS ASSOCIATION**, (herein called "Grantor") of Harris County, Texas, for and in consideration of the sum of \$10.00 cash and other good and valuable consideration to Grantor in hand paid by **ANNA M. RUMFOLO**, (herein called "Grantee"), whose address is 23327 Rumfolo Drive, Tomball, 77375, the receipt of which is hereby acknowledged,

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

That certain 4.1037 acre tract of land situated in the Chauncy Goodrich Survey, Abstract 31, Harris County, Texas, and being that 4.1037 acre tract of land conveyed to Ernest George and wife, Ida George from Lee Eta Weindorff by Deed dated November 24, 1964, filed for record under Harris County Clerk's Film Code No. 148-36-2242, said 4.1037 acres being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

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

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

GRANTEE, BY ACCEPTANCE OF THIS DEED, SPECIFICALLY ACKNOWLEDGES THAT NEITHER GRANTOR NOR ANYONE ON BEHALF OF GRANTOR MAKES ANY WARRANTIES, COVENANTS OR REPRESENTATIONS TO GRANTEE, EITHER EXPRESSED OR IMPLIED, OF ANY NATURE OR KIND OR VALUE, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PROPERTY AND IT IS EXPRESSLY UNDERSTOOD THAT THE PROPERTY IS BEING CONVEYED IN AN "AS IS" AND "WITH ALL FAULTS" CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE AFFIRMS THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY EXCEPT THOSE ASSOCIATED WITH TITLE AS GIVEN IN THE PRECEDING PARAGRAPH.

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

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

The payment of all current ad valorem taxes and maintenance assessments (if any) not in default against The Land during this calendar year is hereby assumed by Grantee.

EXECUTED THIS THE 4th day of January, 1991.

RESOLUTION TRUST CORPORATION, as
Receiver for FIRST EQUITY
SAVINGS ASSOCIATION

By: Julia N. Goodall
Julia N. Goodall, Attorney in Fact

Accepted and Approved By Grantee:

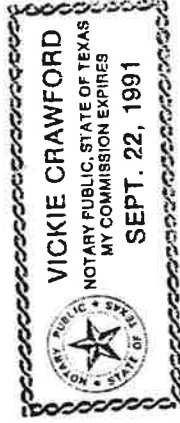
Anna M. Rumpf
ANNA M. RUMFOLO

THE STATE OF TEXAS
COUNTY OF HARRIS

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Julia N. Goodall, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney In Fact for RESOLUTION TRUST CORPORATION as Receiver of FIRST EQUITY SAVINGS ASSOCIATION, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of January, 1991.



Vickie Crawford
Notary Public, State of Texas

Typed or Printed Name of Notary:

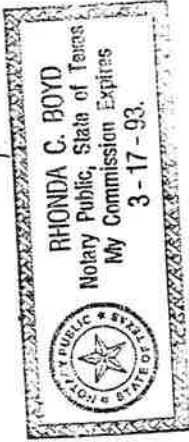
Commission Expires: _____

THE STATE OF TEXAS
COUNTY OF HARRIS

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Anna M. Rumfolo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2ND day of JANUARY, 1991.



Rhonda C Boyd
Notary Public, State of Texas

Typed or Printed Name of Notary:

Commission Expires: _____

After Recording Return To:

ANNA M. RUMFOLO
23327 RUMFOLO DR.
TOMBALL, TX 77375

EXHIBIT "A"

Being 4.1037 acres of land situated in the Chauncy Goodrich Survey, Abstract 31, Harris County, Texas, and being that 4.1037 acre tract of land conveyed to Ernest George and wife, Ida George from Lee Etta Weindorff by Deed dated November 24, 1964, filed for record under Harris County Clerk's Film Code No. 148-36-2242, said 4.1037 acres being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod in the Northerly right-of-way line of F.M. Road No. 2920 (120 feet wide), and East line of a 40 foot wide tract of land to Harris County Commissioners Court Minutes dated October 27, 1986, said iron rod being a distance of 40 feet East of the center line of Telqer Road;

THENCE North 01 deg. 42 min. 23 sec. East approximately a distance of 15 feet West of a down fence, and 47 feet to 50 feet East of a fence a distance of 505.98 feet to a 5/8 inch iron rod for corner, said corner being a distance of 27 feet North and a distance of 17 feet West of an old down fence corner, and a distance of 48 feet East and a distance of 40 feet South from 10 inch creosote post for fence corner;

THENCE South 82 deg. 06 min. 33 sec. East along an old road bed a distance of 27 feet North of an old down fence and a minimum of 40 feet South of a meandering fence, a distance of 656.55 feet to a 5/8 inch iron rod for corner in Northwesterly line of said F.M. Road No. 2920;

THENCE South 54 deg. 18 min. 48 sec. West a distance of 413.99 feet along the Northwesterly line of said F.M. Road No. 2920 to a 5/8 inch iron rod marking the point of curve of a curve to the right;

THENCE along said curve to the right with a central angle of 15 deg. 35 min. 33 sec., a radius of 1372.40 feet, a distance of 373.52 feet to PLACE OF BEGINNING and containing 4.1037 acres of land.

HERITAGE TITLE COMPANY
WAIVER OF INSPECTION AND
APPROVAL OF TITLE POLICY EXCEPTIONS

Heritage Title Company

Gentlemen:

In consideration of the issuance to us of your Title Insurance Policy for \$75,000.00, guaranteeing title to

4.1037 acres in the Chauncy Goodrich Survey, Abstract 31, Harris County, Texas, said tract being more particularly described by Deed of even date herewith.

as described in deed of even date herewith from ANNA M. RUMFOLO to ANNA M. RUMFOLO subject to the terms of such policy,

We hereby waive inspection by you of such property and accept your policy subject to rights of parties in possession, and those under whom they hold, and to any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record, if any such parties are now in possession of, or if any such roadway or easement affects the premises upon which you have issued such policy, and take it upon myself to inspect such premises and to obtain possession thereof from the present occupants.

Further, we have reviewed the Title Report issued to your company as to the subject property and agree to the exceptions set forth therein which will be contained on our Owner's Title Policy.

Very truly yours,


ANNA M. RUMFOLO

RESOLUTION TRUST CORPORATION, A
RECEIVER OF FIRST EQUITY SAVING
ASSOCIATION

FIELD NOTE DESCRIPTION
4.1037 Acres of Land

All that certain tract or parcel of land containing 4.1037 acres, situated in the Chauncey Goodrich Survey, Abstract 31, Harris County, Texas, and being the same tract described in deed dated November 24, 1964 from Lee Etta Weindorff to Ernest George and wife Ida George and recorded in Film Code No. 148-36-2242, Harris County Official Public Records of Real Property (HCOPRRP), said 4.1037 acre tract being more particularly described as follows:

BEGINNING at a 5/8 inch iron found in the northerly right-of-way line of F. M. 2920 (120 feet wide) and 40 feet east of the centerline of the projection of Telge Road, and being in the east line of a 40 foot wide strip of land conveyed to Harris County and recorded in Film Code No. 010-27-1987 HCOPRRP;

THENCE, N 01°42'23" E, a distance of 505.98 feet along the east line of the said 40 foot wide strip to a 5/8 inch iron rod found for the northwest corner of this tract, said corner being located 48 feet east and 40 feet south of a 10 inch creosote fence corner post;

THENCE, S 82°06'33" E, a distance of 656.55 feet to a 5/8 inch iron rod found in the northerly line of F.M. 2920 for the east corner of this tract;

THENCE, S 54°18'48" W, a distance of 413.99 feet along the northerly line of F.M. 2920 to a 5/8 inch iron rod found for the point of curve;

THENCE, with a curve to the right having a radius of 1,372.40 feet, a central angle of 15°35'33", a distance of 373.52 feet along the arc of the curve and the northerly line of F.M. 2920 to the POINT OF BEGINNING and containing 4.1037 acres of land.

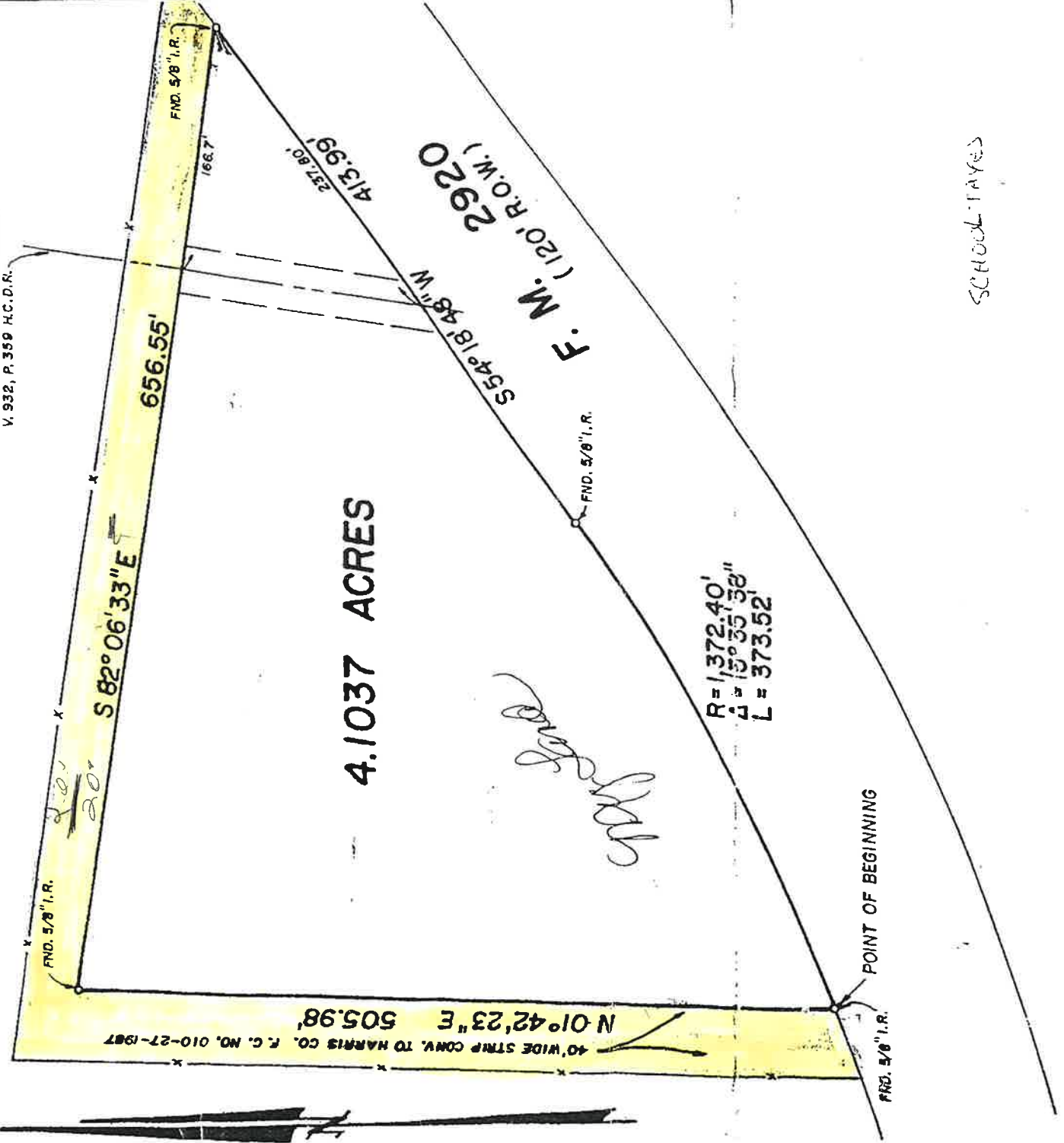
Gerald L. Reinke

GERALD L. REINKE, R.P.L.S. No. 3971
December 20, 1990
J.O. No. 90-1226



51A
 4400
 200' 200'
 PICH WNEY 4-311

4' 30' EXXON PIPELINE ESMT.
 V. 932, P. 359 H.C.D.R.



4.1037 ACRES

F.M. 2920
 (120' R.O.W.)

R = 1,372.40'
 Δ = 15° 35' 38"
 L = 373.52'

SCHOOL LAYED

LEGAL DESCRIPTION: 4.1037 acres of land situated in the Chauncey Goodrich Survey, Abstract 311 Harris County, Texas, and being the same tract described in deed dated November 24, 1964 from Lee Etta Weindorff to Ernest George and wife, Ida George and recorded in Film Code No. 148-36-2242, Harris County Official Public Records of Real Property, and being described by attached.

GERALD L. REINKE
 31900 F.M. 149
 PINEHURST, TX. 77362
 (713) 356-8703
 (409) 597-4554



Gerald L. Reinke
 Gerald L. Reinke, R.P.L.S. No. 3971
 I hereby certify that this survey was made on the ground, this plat correctly represents the facts at the time of survey, and there are no encroachments visible on the ground unless shown. DATE: DECEMBER 20, 1990

OWNER/PURCHASER:

Anna M. Rumfolo

ADDRESS:

F.M. 2920
 Tomball, Texas 77375

FLOOD INFORMATION: IS NOT IN FLOOD PRONE AREA

ZONE X
 FEMA MAP NO. 480287 0040 G
 DATE SEPT. 28, 1990

DATE	BY	TITLE CO.
12-20-90	JR	G.F.NO.
12-20-90	JR	MTGE.CO.
12-20-90	JR	
KEY MAP	287 R	J.O. NO. 20-1226

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 18, 2024

Topic:

Approve a contract with IECONI for the construction of the Baker Drive Water Plant (Project No. 2024-10019), for a not-to-exceed amount of \$8,848,597.05 (Bid No. 2024-01R), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.

Background:

The Water Master Plan, completed in 2023, identified improvements to the City’s water distribution system that would serve current and anticipated future water demands. The recommendations included construction of the Baker Drive Water Plant.

Council approved a design contract with Freese & Nichols on August 21, 2023. Staff has worked with Freese & Nichols to design the water plant based on the recommendations and requirements in the Water Master Plan. The project was placed out for bid with submissions due on Tuesday, July 23, 2024. Due to Hurricane Beryl, the submission date was extended to Tuesday, July 30, 2024, to allow adequate time for interested parties to submit given the extended power outages. Staff received one submission that exceeded the engineer’s estimate for construction and on August 19, 2024 City Council approved staff recommendation to reject the bid received and rebid the project.

To obtain the most favorable pricing and in accordance with the City’s Procurement Policy, sealed bids were solicited for the completion of the construction, with information available online through CivCast or in person at the Freese & Nichols, Inc. office. A total of five (5) bids were received, and after a thorough review it was determined that IECONI was the lowest responsive bidder for a total of \$8,848,597.05. Below is a breakdown of the current funding allocated for the project.

Baker Drive Water Plant Budget Breakdown		
Element	Budgeted Amount	Contract Amount
Engineering	\$1,849,087.00	\$1,849,087.00
Construction	\$8,329,000.00	\$8,848,597.05

Origination: Project Management

Recommendation:

Staff recommends awarding a contract to IECONI for the construction of the Baker Drive Water Plant for an amount not-to-exceed \$8,848,597.05.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____

If yes, specify Account Number: #400-613-6409

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

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

Document 00 05 13

AGREEMENT

Project: Baker Drive Water Plant

Project Location:

Project Bid No: 2024-11R

E&P Project No:

The City: The City of Tomball, County of Harris, Texas (the "City") and

Contractor: IECONI

(Address for Written Notice) 2537 S. Gessner Road, Suite 126, Houston, Texas 77063

Phone Number: 713-885-1622

City Engineer is: Freese and Nichols, Inc.

(Address for Written Notice) 10497 Town and Country Way, Suite 500, Houston TX, 77079

Fax Number: 713-600-6801

Construction Manager is: Freese and Nichols

(Address for Written Notice) 10497 Town and Country Way, Suite 500, Houston TX, 77079

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within 480 days, and complete and ready for final payment 30 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the

City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City \$1,000, for each day beyond Contract Time. The Owner will suffer financial loss in an amount that is difficult to quantify if the Project is not Substantially Completed on the date set forth in the Contract Documents. The Owner may assess liquidated damages against the Contractor (and its surety) in an amount equal to \$1,000 per day of the Contract for each project, as fixed, agreed and liquidated damages and not a penalty, for each calendar day of delay until the Work is Substantially Completed. In the event liquidated damages are caused by the Contractor and another entity, the Owner may reasonably apportion damages. The right to assess liquidated damages is in addition to, and not in limitation of, any right or remedy available to the Owner.

**ARTICLE 3
CONTRACT PRICE**

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$8,848,597.05 which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1	<u>Accepted</u>
Alternate No. 2	<u>Not Accepted</u>
Alternate No. 3	<u>Not Accepted</u>
Alternate No. 4	<u>Accepted</u>
Alternate No. 5	<u>Not Accepted</u>
Alternate No. 6	<u>Not Accepted</u>
Alternate No. 7	<u>Not Accepted</u>
Alternate No. 8	<u>Not Accepted</u>
Alternate No. 9	<u>Not Accepted</u>
Alternate No. 10	<u>Not Accepted</u>
Alternate No. 11	<u>Not Accepted</u>
Alternate No. 12	<u>Not Accepted</u>
Alternate No. 13	<u>Not Accepted</u>
Alternate No. 14	<u>Not Accepted</u>
Alternate No. 15	<u>Not Accepted</u>
Alternate No. 16	<u>Not Accepted</u>
Alternate No. 17	<u>Not Accepted</u>
Alternate No. 18	<u>Not Accepted</u>
Alternate No. 19	<u>Not Accepted</u>
Alternate No. 20	<u>Not Accepted</u>

**ARTICLE 4
PAYMENTS**

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [] 10th, [] 20th, or [X] last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage).
For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)
- b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in the General Conditions.

ARTICLE 5

CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or

subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

6.3 Contractor 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.

6.4 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 company covenants and agrees that it: (1) does

not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the contractor is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

6.5 When conducting activities for the City of Tomball, Contractor will adhere to the City's Storm Water Management Plan and permit issued by the Texas Commission on Environmental Quality.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

- 7.1 The following documents are incorporated into this Agreement:
 - 7.1.1 Document 00 72 00 - General Conditions
 - 7.1.2 Document 00 73 00 - Supplementary Conditions
 - 7.1.3 General Requirements.
 - 7.1.4 Divisions 02 through 46 of Specifications attached hereto or incorporated by reference in Document 00 01 10 - Table of Contents.
 - 7.1.5 Drawings (Bound separately).
 - 7.1.6 Addenda which apply to the Contract, are as follows:
 - Addendum No. 1R, dated 9/23/2024
 - Addendum No. 2R, dated 10/24/2024
 - 7.1.7 Other documents:


<u>Document No.</u>	<u>Title</u>
[X] 00 41 13	Bid Form
[X] 00 41 16	Bid Form Exhibit A
[X] 00 43 13	Bid Bond
[X] 00 45 01	Nonresident Bidders
[X] 00 45 01	Non-Collusion Certification
[X] 00 45 03	Conflict of Interest Questionnaire
[X] 00 45 04	State Sales Tax Requirements
[X] 00 61 13	Performance Bond
[X] 00 61 16	Payment Bond
[X] 00 73 16	Insurance Requirements
[X] 00 73 17	Texas Workers' Compensation Requirements
[X] 00 73 43	Wage Rate Requirements
[X] 00 73 46	Wage Determination Schedule

ARTICLE 8
SIGNATURES

8.1 This Agreement is executed in two originals and is effective on 11/18/2024.

CONTRACTOR:
IECONI

(If Joint Venture)

By: 
Name: Raghu Iyer
Title: CEO
Date: 11/11/24
Tax Identification Number: 832163220

By: _____
Name: _____
Title: _____
Date: _____
Tax Identification Number: _____

ATTEST/SEAL:



Attest: 

Date: 11/11/2024

CITY OF TOMBALL, TEXAS:

By: _____
City Manager

Date: _____

ATTEST/SEAL:

Attest: _____
City Secretary

Date: _____

END OF DOCUMENT

November 8, 2024

Drew Huffman
Director of Public Works
City of Tomball
501 James Street, Tomball, TX, 77375

Reference: City of Tomball – Baker Drive Water Plant: Recommendation of Award Letter

Dear Mr. Huffman,

On Monday, October 28, 2023, the City of Tomball received five offers for the Baker Drive Water Plant Project. Upon review of the offered Alternatives the City elected to incorporate Alternate 1 “Decorative Metal Fence in lieu of Chain-Link Fence” (Bid Item 39) and Bid Alternate 4 “0.5 MG Glass-Fused-to-Steel Ground Storage Tank” (Bid Item 42) into the Contract. With the elected Alternative the total bid pricing has been calculated in the table below adding the additions and deductions from the selected alternates and the base bid price. A copy of the tabulation is attached for your reference and use.

Table 1: Summary of Total Bid Price

No.	Offeror	Base Bid	Alternative Bid	Total Bid Price
1	IECONI	\$9,269,531.80	-\$420,934.75	\$8,848,597.05
2	Industrial TX Corp.	\$9,184,000.00	-\$120,000.00	\$9,064,000.00
3	Wharton-Smith, Inc.	\$10,349,500.00	-\$154,000.00	\$10,195,500.00
4	BCI Water Resources Group, Inc.	\$10,568,000.00	-\$98,000.00	\$10,470,000.00
5	W.W. Payton Corporation	\$11,500,000.00	+\$40,000.00	\$11,540,000.00

With the selected Alternatives, IECONI was selected as the top ranked offeror, as they offered the lowest total price for the Baker Drive Water Plant. Based on the evaluation of the provided bids and selection of Alternates by the City of Tomball, we recommend awarding the construction contract for the Baker Drive Water Plant to IECONI in the amount of \$8,848,597.05.

Sincerely,



Carlos Quintero, P.E.



11/08/2024

Attachment A: Formal Tabulation of Offers

33	DEMOLISH AND REPLACE EXISTING WELL CONCRETE SEALING BLOCK AND WELL PUMP SUPPORT	LS	1.00	-	-	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00	\$9,500.00	\$9,500.00	\$10,045.00	\$10,045.00	\$10,000.00	\$10,000.00
34	CHLORINATE AND DISINFECT THE WELL PUMP EQUIPMENT AND WELL AND PERFORM WATER SAMPLING AND BACTERIOLOGICAL ANALYSES (REQUIRE 3 NEGATIVE BACTERIOLOGICAL SAMPLES)	LS	1.00	-	-	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$2,990.00	\$2,990.00	\$3,000.00	\$3,000.00
35	PERFORM WELL, PUMP AND MOTOR EQUIPMENT PERFORMANCE TESTING WITH VIBRATION ANALYSES AND PROVIDE WRITTEN REPORT	LS	1.00	-	-	\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$850.00	\$850.00	\$897.00	\$897.00	\$1,000.00	\$1,000.00
36	PERFORM 36-HOUR PUMPING TEST WITH THE PERMANENT WELL PUMPING EQUIPMENT INSTALLED AND PROVIDE WRITTEN REPORT	LS	1.00	-	-	\$16,000.00	\$16,000.00	\$8,000.00	\$8,000.00	\$8,500.00	\$8,500.00	\$8,968.00	\$8,968.00	\$10,000.00	\$10,000.00
37	COLLECT WATER SAMPLES AND HAVE LABORATORY PERFORM ANALYSES FOR COMPLETE TCEQ PUBLIC WATER SUPPLY ANALYSES AND OTHER CONSTITUENTS AND PROVIDE COMPLETE LAB ANALYSES	LS	1.00	-	-	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$5,900.00	\$5,900.00	\$6,218.00	\$6,218.00	\$10,000.00	\$10,000.00
Sub Totals						\$8,321,650.00	\$9,109,000.00	\$10,274,500.00	\$10,493,000.00	\$9,194,531.80	\$11,425,000.00				
II: Allowances															
38	GAS AND ELECTRIC UTILITY COORDINATION AND INSTALLATION	LS	1.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
Sub Totals						\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
III: Alternates: Additions or Deductions															
39	DECORATIVE METAL FENCE IN LIEU OF CHAIN LINK FENCE	LF	1.00	\$143,100.00	\$143,100.00	\$30,000.00	\$30,000.00	\$46,000.00	\$46,000.00	\$52,000.00	\$52,000.00	\$98,230.25	\$98,230.25	\$140,000.00	\$140,000.00
40	AUTOMATIC SLIDE GATE IN LIEU OF MANUAL SLIDE GATE	LS	1.00	\$12,000.00	\$12,000.00	\$18,000.00	\$18,000.00	\$6,800.00	\$6,800.00	\$7,600.00	\$7,600.00	\$8,871.00	\$8,871.00	\$15,000.00	\$15,000.00
41	0.5 MG PRESTRESSED TYPE III CONCRETE GROUND STORAGE TANK	LS	1.00	(\$64,308.00)	(\$64,308.00)	\$615,000.00	\$615,000.00	\$455,000.00	\$455,000.00	\$570,000.00	\$570,000.00	\$520,702.00	\$520,702.00	\$500,000.00	\$500,000.00
42	0.5 MG GLASS-FUSED-TO-STEEL GROUND STORAGE TANK	LS	1.00	(\$186,270.10)	(\$186,270.10)	(\$150,000.00)	(\$150,000.00)	(\$200,000.00)	(\$200,000.00)	(\$150,000.00)	(\$150,000.00)	(\$519,165.00)	(\$519,165.00)	(\$100,000.00)	(\$100,000.00)
43	0.4 MG GALLON PRESTRESSED TYPE III CONCRETE GROUND STORAGE TANK	LS	1.00	(\$294,308.00)	(\$294,308.00)	\$528,000.00	\$528,000.00	\$380,000.00	\$380,000.00	\$485,000.00	\$485,000.00	\$392,474.00	\$392,474.00	\$400,000.00	\$400,000.00
44	0.4 MG GALLON WELDED STEEL GROUND STORAGE TANK	LS	1.00	(\$301,366.24)	(\$301,366.24)	(\$30,000.00)	(\$30,000.00)	(\$30,000.00)	(\$30,000.00)	(\$25,000.00)	(\$25,000.00)	(\$573,675.00)	(\$573,675.00)	(\$30,000.00)	(\$30,000.00)
45	0.4 MG GLASS-FUSED-TO-STEEL GROUND STORAGE TANK	LS	1.00	(\$346,476.92)	(\$346,476.92)	(\$230,000.00)	(\$230,000.00)	(\$260,000.00)	(\$260,000.00)	(\$200,000.00)	(\$200,000.00)	(\$609,649.00)	(\$609,649.00)	(\$180,000.00)	(\$180,000.00)
46	CMU CONCRETE BUILDING WITH BRICK VENEER, INCLUDING HVAC, LOUVER, HEATER, AND SUPPLY FAN FOR CHLORINE ROOM	LS	1.00	-	-	\$225,000.00	\$225,000.00	\$169,000.00	\$169,000.00	\$160,000.00	\$160,000.00	\$83,568.00	\$83,568.00	\$300,000.00	\$300,000.00
47	CMU CONCRETE BUILDING WITH BRICK VENEER ONLY AROUND THE ELECTRICAL ROOM, INCLUDING HVAC, LOUVER, HEATER, AND SUPPLY FAN FOR CHLORINE ROOM	LS	1.00	-	-	\$85,000.00	\$85,000.00	\$139,000.00	\$139,000.00	\$140,000.00	\$140,000.00	\$39,538.00	\$39,538.00	\$260,000.00	\$260,000.00
48	PERFORM WELL CHEMICAL ACID TREATMENT OF THE WELL SCREENS WITH 15% HYDROCHLORIC ACID (550 GALLONS), CHEMICAL ENHANCER AND CORROSION INHIBITOR	LS	1.00	-	-	\$13,500.00	\$13,500.00	\$26,000.00	\$26,000.00	\$25,500.00	\$25,500.00	\$30,979.00	\$30,979.00	\$30,000.00	\$30,000.00
49	15% HYDROCHLORIC ACID, CHEMICAL ENHANCER AND CORROSION INHIBITOR FOR ACID VOLUME THAT IS MORE OR LESS THAN SPECIFIED IN	GAL	50.00	-	-	\$11.00	\$550.00	\$100.00	\$5,000.00	\$101.00	\$5,050.00	\$2.46	\$123.00	\$90.00	\$4,500.00
50	70% HYDROXYACETIC ACID, CHEMICAL ENHANCER AND CORROSION INHIBITOR FOR ACID VOLUME THAT IS MORE OR LESS THAN SPECIFIED IN	GAL	50.00	-	-	\$6.00	\$300.00	\$140.00	\$7,000.00	\$146.00	\$7,300.00	\$3.55	\$177.50	\$130.00	\$6,500.00
51	REFINISH THE TOP OR BASE OF THE EXISTING WELL PUMP FOUNDATION FOR INSTALLATION AND SEALING OF THE NEW WELL DISCHARGE HEAD	LS	1.00	-	-	(\$15,000.00)	(\$15,000.00)	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00	\$11,464.00	\$11,464.00	\$10,000.00	\$10,000.00
52	FURNISH AND INSTALL VERTICAL TURBINE, LINE SHAFT PUMP BOWL WITH DESIGN CONDITIONS OF 700 GPM AT 585 FEET TDH WITH COUPLING, STAINLESS STEEL COLLETS AND WEAR RINGS, SUCTION PIPE AND STAINLESS STEEL CONE STRAINER THAT DOES NOT INCLUDE NON-WITNESS PUMP BOWL TESTING AND WRITTEN REPORT	LS	1.00	-	-	\$68,000.00	\$68,000.00	\$48,000.00	\$48,000.00	\$47,000.00	\$47,000.00	\$57,509.00	\$57,509.00	\$55,000.00	\$55,000.00
53	FURNISH AND INSTALL NEW 200 HP, TEFC, 1,780 RPM, 460 VOLT, 3-PHASE, PREMIUM EFFICIENT ELECTRIC WELL MOTOR WITH COMBINATION MOTOR DRIVE SHAFT AND NEW HEAD SHAFT NUT AND GIB KEYS WITH ALL NECESSARY ELECTRICAL CONNECTIONS	LS	1.00	-	-	\$97,000.00	\$97,000.00	\$100,000.00	\$100,000.00	\$97,000.00	\$97,000.00	\$126,649.00	\$126,649.00	\$110,000.00	\$110,000.00
54	FURNISH, INSTALL AND REMOVE A CONTRACTOR PROVIDED PORTABLE GENERATOR AND ALL EQUIPMENT TO POWER THE NEW WELL PUMP AND WELL MOTOR FOR FIELD TESTING AND/OR OWNER OPERATION	LS	1.00	-	-	\$5,000.00	\$5,000.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$25,637.00	\$25,637.00	\$15,000.00	\$15,000.00
55	RENTAL OF A CONTRACTOR PROVIDED PORTABLE GENERATOR AND ALL EQUIPMENT TO POWER THE NEW WELL PUMP AND WELL MOTOR FOR FIELD TESTING AND/OR OWNER OPERATION	WK	8.00	-	-	\$20,000.00	\$160,000.00	\$9,000.00	\$72,000.00	\$9,000.00	\$72,000.00	\$1,343.38	\$10,747.04	\$10,000.00	\$80,000.00
56	FURNISH, INSTALL AND REMOVE A CONTRACTOR PROVIDED PORTABLE ENGINE, RIGHT-ANGLE GEAR DRIVE, 200 HP OR 250 HP ELECTRIC MOTOR AND ALL EQUIPMENT TO POWER THE NEW WELL PUMP FOR FIELD TESTING AND/OR OWNER OPERATION	LS	1.00	-	-	\$6,000.00	\$6,000.00	\$75,000.00	\$75,000.00	\$72,200.00	\$72,200.00	\$96,421.00	\$96,421.00	\$75,000.00	\$75,000.00
57	RENTAL OF A CONTRACTOR PROVIDED PORTABLE ENGINE, RIGHT-ANGLE GEAR DRIVE, 200 HP OR 250 HP ELECTRIC MOTOR AND ALL EQUIPMENT TO POWER THE NEW WELL PUMP FOR FIELD TESTING AND/OR OWNER OPERATION	WK	8.00	-	-	\$3,200.00	\$25,600.00	\$7,200.00	\$57,600.00	\$7,000.00	\$56,000.00	\$1,969.00	\$15,752.00	\$10,000.00	\$80,000.00
58	EVOUQUA/WALLACE AND TIERNAN CHLORINE FEED EQUIPMENT PER SPECIFICATION 46 31 11 CHLORINE GAS FEED EQUIPMENT AND 46 33 49 SOLENOID METERING PUMPS	LS	1.00	-	-	\$100,000.00	\$100,000.00	\$390,610.00	\$390,610.00	\$218,000.00	\$218,000.00	\$602,149.00	\$602,149.00	\$500,000.00	\$500,000.00
Sub Totals (Alternate 1 & 4 (Bid Item 39 & 42))						(\$43,170.10)	(\$120,000.00)	(\$154,000.00)	(\$98,000.00)	(\$420,934.75)	\$40,000.00				
Base Bid Total						\$8,396,650.00	\$9,184,000.00	\$10,349,500.00	\$10,568,000.00	\$9,269,531.80	\$11,500,000.00				
Grand Total with Alternate 1 & 4 (Bid Item 39 & 42)						\$8,353,479.90	\$9,064,000.00	\$10,195,500.00	\$10,470,000.00	\$8,848,597.05	\$11,540,000.00				

Project:	Tomball Baker Drive Water Plant
Owner:	City of Tomball
Project No.:	2024-11R/TMB23728

Item	Description	Unit	Quantity	Engineer's Estimate (5/29/24)		Industrial TX Corp.		Wharton-Smith, Inc.		BCI Water Resources Group, Inc.		IECONI		W.W. Payton Corporation	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
I. Base Bid Items															
1	MOBILIZATION	LS	1.00	\$365,000.00	\$365,000.00	\$275,000.00	\$275,000.00	\$450,000.00	\$450,000.00	\$500,000.00	\$500,000.00	\$301,267.00	\$301,267.00	\$600,000.00	\$600,000.00
2	SITE WORK INCLUDING DETENTION, STORM PIPING, AND RE-GRADING	LS	1.00	\$269,121.00	\$269,121.00	\$350,000.00	\$350,000.00	\$300,000.00	\$300,000.00	\$165,000.00	\$165,000.00	\$155,084.00	\$155,084.00	\$150,000.00	\$150,000.00
3	REMOVE AND REPLACE CHAIN-FENCE	LF	795.00	\$88.00	\$69,960.00	\$100.00	\$79,500.00	\$75.00	\$59,625.00	\$90.00	\$71,550.00	\$53.25	\$42,333.75	\$100.00	\$79,500.00
4	DEMOLITION	LS	1.00	\$65,400.00	\$65,400.00	\$350,000.00	\$350,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$287,329.00	\$287,329.00	\$200,000.00	\$200,000.00
5	CONCRETE PAVEMENT	SY	460.00	\$153.00	\$70,380.00	\$125.00	\$57,500.00	\$275.00	\$126,500.00	\$150.00	\$69,000.00	\$240.56	\$110,657.60	\$150.00	\$69,000.00
6	WELL DISCHARGE PIPING AND EXTERIOR WATER TREATMENT SYSTEM, INCLUDING, AERATOR, FILTERS, FOUNDATIONS, APPURTENANCES, AND	LS	1.00	\$2,579,485.00	\$2,579,485.00	\$2,300,000.00	\$2,300,000.00	\$2,428,375.00	\$2,428,375.00	\$2,753,175.00	\$2,753,175.00	\$2,765,302.00	\$2,765,302.00	\$2,800,000.00	\$2,800,000.00
7	0.5 MG WELDED STEEL GROUND STORAGE TANK, INCLUDING FOUNDATION, PIPING, AND APPURTENANCES	EA	1.00	\$1,287,681.00	\$1,287,681.00	\$966,400.00	\$966,400.00	\$1,400,000.00	\$1,400,000.00	\$960,000.00	\$960,000.00	\$1,333,224.00	\$1,333,224.00	\$1,800,000.00	\$1,800,000.00
8	YARD PIPING, INCLUDING VALVES, APPURTENANCES, AND FITTINGS	LS	1.00	\$65,400.00	\$65,400.00	\$475,000.00	\$475,000.00	\$375,000.00	\$375,000.00	\$330,000.00	\$330,000.00	\$466,583.00	\$466,583.00	\$800,000.00	\$800,000.00
9	TRENCH SAFETY	LF	450.00	\$11.00	\$4,950.00	\$5.00	\$2,250.00	\$1.00	\$450.00	\$1.50	\$675.00	\$20.00	\$9,000.00	\$1.00	\$450.00
10	BOOSTER PUMP STATION, INCLUDING (3) 500 GPM HORIZONTAL SPLIT CASE PUMPS, PIPING, FOUNDATION, APPURTENANCES, FITTINGS, AND VALVES	LS	1.00	\$366,240.00	\$366,240.00	\$350,000.00	\$350,000.00	\$400,000.00	\$400,000.00	\$450,000.00	\$450,000.00	\$237,016.00	\$237,016.00	\$800,000.00	\$800,000.00
11	PRE-ENGINEERED METAL BUILDING, INCLUDING HVAC, LOUVER, HEATER, AND SUPPLY FAN FOR CHLORINE ROOM	LS	1.00	\$402,600.00	\$402,600.00	\$444,000.00	\$444,000.00	\$525,000.00	\$525,000.00	\$475,000.00	\$475,000.00	\$302,232.00	\$302,232.00	\$600,000.00	\$600,000.00
12	ELECTRICAL AND CONTROL COMPONENTS	LS	1.00	\$1,107,842.00	\$1,107,842.00	\$1,780,000.00	\$1,780,000.00	\$2,400,000.00	\$2,400,000.00	\$2,875,000.00	\$2,875,000.00	\$1,490,969.00	\$1,490,969.00	\$2,072,965.00	\$2,072,965.00
13	GENERATOR, INCLUDING CONCRETE PAD	LS	1.00	\$1,155,291.00	\$1,155,291.00	\$650,000.00	\$650,000.00	\$725,000.00	\$725,000.00	\$688,000.00	\$688,000.00	\$789,925.00	\$789,925.00	\$700,000.00	\$700,000.00
14	TREATMENT EQUIPMENT INCLUDING CHLORINATION AND CORROSION	LS	1.00	\$512,300.00	\$512,300.00	\$425,000.00	\$425,000.00	\$350,000.00	\$350,000.00	\$450,000.00	\$450,000.00	\$317,265.00	\$317,265.00	\$150,000.00	\$150,000.00
15	WELL VIDEO SURVEY INSPECTION AND WRITTEN REPORT	EA	4.00	-	-	\$500.00	\$2,000.00	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00	\$2,093.00	\$8,372.00	\$2,000.00	\$8,000.00
16	FURNISH, INSTALL AND REMOVE STEEL TANK AND TEMPORARY PIPING FOR WELL CONTRACTOR OPERATIONS AND DISCHARGES	LS	1.00	-	-	\$9,000.00	\$9,000.00	\$25,000.00	\$25,000.00	\$6,300.00	\$6,300.00	\$6,696.00	\$6,696.00	\$10,000.00	\$10,000.00
17	PERFORM MECHANICAL CLEANING OF THE WELL SCREENS	HR	20.00	-	-	\$750.00	\$15,000.00	\$500.00	\$10,000.00	\$475.00	\$9,500.00	\$502.00	\$10,040.00	\$420.00	\$8,400.00
18	PERFORM WELL CHEMICAL ACID TREATMENT OF THE WELL SCREENS WITH 70% HYDROXYACETIC ACID (550 GALLONS), CHEMICAL ENHANCER AND CORROSION INHIBITOR	LS	1.00	-	-	\$34,000.00	\$34,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$52,427.00	\$52,427.00	\$60,000.00	\$60,000.00
19	PERFORM AIRLIFT PUMPING AND AGITATION WITH DOUBLE DISK SURGE BLOCK AGITATOR, AND NEUTRALIZATION OF CHEMICALS FOLLOWING WELL CHEMICAL TREATMENT	HR	20.00	-	-	\$825.00	\$16,500.00	\$500.00	\$10,000.00	\$510.00	\$10,200.00	\$538.00	\$10,760.00	\$450.00	\$9,000.00
20	CUT AND REMOVE 50 FEET OF THE UPPER BLANK LINER (LAP) LINER	LS	1.00	-	-	\$115,000.00	\$115,000.00	\$110,000.00	\$110,000.00	\$103,700.00	\$103,700.00	\$109,434.00	\$109,434.00	\$120,000.00	\$120,000.00
21	JET / AIRLIFT PUMP AND REMOVE SEDIMENT FILL FROM THE WELL	HR	30.00	-	-	\$780.00	\$23,400.00	\$550.00	\$16,500.00	\$515.00	\$15,450.00	\$544.00	\$16,320.00	\$455.00	\$13,650.00
22	PERFORM CHLORINE DISINFECTION OF THE WELL AND WELL SCREENS	LS	1.00	-	-	\$16,000.00	\$16,000.00	\$7,000.00	\$7,000.00	\$7,100.00	\$7,100.00	\$7,533.00	\$7,533.00	\$7,000.00	\$7,000.00
23	FURNISH AND INSTALL NEW FABRICATED STEEL WELL DISCHARGE HEAD WITH MACHINED HOLES FOR PVC PIPE, AIRLINE AND ANY OTHER ACCESSORY, PLUS 4 LIFTING LUGS WITH CORRECTLY SIZED WELL DISCHARGE AND FLANGE TO CONNECT TO SEPARATE WELL DISCHARGE PIPING	LS	1.00	-	-	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$26,000.00	\$26,000.00	\$27,430.00	\$27,430.00	\$30,000.00	\$30,000.00
24	FURNISH AND INSTALL VERTICAL TURBINE, LINE SHAFT PUMP BOWL WITH DESIGN CONDITIONS OF 800 GPM AT 585 FEET TDH WITH COUPLING, STAINLESS STEEL COLLETS AND WEAR RINGS, SUCTION PIPE AND STAINLESS STEEL CONE STRAINER INCLUDING NON-WITNESS PUMP BOWL TESTING AND WRITTEN REPORT	LS	1.00	-	-	\$72,000.00	\$72,000.00	\$55,000.00	\$55,000.00	\$52,000.00	\$52,000.00	\$54,980.00	\$54,980.00	\$60,000.00	\$60,000.00
25	FURNISH AND INSTALL 20-FOOT SECTION OF NEW 8-INCH (0.322" WALL THICKNESS) COLUMN PIPE, 3-INCH OIL TUBING AND 1-15/16-INCH LINE SHAFT, BEARINGS, COUPLINGS AND RUBBER TUBE STABILIZER	EA	27.00	-	-	\$3,800.00	\$102,600.00	\$4,500.00	\$121,500.00	\$4,350.00	\$117,450.00	\$4,604.00	\$124,308.00	\$3,850.00	\$103,950.00
26	FURNISH AND INSTALL 10-FOOT SECTION OF NEW 8-INCH (0.322" WALL THICKNESS) COLUMN PIPE, 3-INCH OIL TUBING AND 1-15/16-INCH LINE SHAFT, BEARINGS, COUPLINGS AND RUBBER TUBE STABILIZER	EA	1.00	-	-	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$2,302.00	\$2,302.00	\$2,000.00	\$2,000.00
27	FURNISH AND INSTALL 10-FOOT SECTION OF NEW 8-INCH (0.322" WALL THICKNESS) TOP SPECIAL THREADED COLUMN PIPE, 3-INCH OIL TUBING AND 1-15/16-INCH LINE SHAFT, BEARINGS AND COUPLINGS	EA	1.00	-	-	\$3,300.00	\$3,300.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,187.00	\$3,187.00	\$3,000.00	\$3,000.00
28	FURNISH AND INSTALL NEW 1-15/16-INCH X 3-INCH TENSION BEARING, NUT AND PLATE ASSEMBLY	EA	1.00	-	-	\$2,400.00	\$2,400.00	\$3,000.00	\$3,000.00	\$3,200.00	\$3,200.00	\$3,348.00	\$3,348.00	\$3,000.00	\$3,000.00
29	FURNISH 1-1/4-INCH PVC PIPE (SCH. 80) AND INSTALL SECURELY TO THE PUMP COLUMN PIPE FROM THE WELL PUMP TO ABOVE LAND SURFACE WITH THREADED CAP	FT	565.00	-	-	\$4.50	\$2,542.50	\$4.00	\$2,260.00	\$4.00	\$2,260.00	\$3.95	\$2,231.75	\$3.40	\$1,921.00
30	FURNISH 1/4-INCH STAINLESS STEEL AIRLINE WITH PVC WRAP WITH ALL FITTING(S) AND AN OIL-FILLED PRESSURE GAUGE AND INSTALL SECURELY TO THE PUMP COLUMN PIPE FROM THE WELL PUMP TO ABOVE LAND SURFACE	FT	565.00	-	-	\$5.50	\$3,107.50	\$6.00	\$3,390.00	\$6.00	\$3,390.00	\$6.58	\$3,717.70	\$5.60	\$3,164.00
31	FURNISH AND INSTALL A NEW OIL LUBRICATOR WITH 3-GALLON CAPACITY RESERVOIR, IMMERSION HEATER AND THERMOSTAT, SOLENOID AND FLOW REGULATING VALVE	LS	1.00	-	-	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$5,300.00	\$5,300.00	\$5,620.00	\$5,620.00	\$6,000.00	\$6,000.00

32	FURNISH AND INSTALL NEW 250 HP, TEFC, 1,780 RPM, 460 VOLT, 3-PHASE, PREMIUM EFFICIENT ELECTRIC WELL MOTOR WITH COMBINATION MOTOR DRIVE SHAFT AND NEW HEAD SHAFT NUT AND GIB KEYS WITH ALL NECESSARY ELECTRICAL CONNECTIONS	LS	1.00	-	-	\$110,000.00	\$110,000.00	\$100,000.00	\$100,000.00	\$103,000.00	\$103,000.00	\$108,520.00	\$108,520.00	\$120,000.00	\$120,000.00
33	DEMOLISH AND REPLACE EXISTING WELL CONCRETE SEALING BLOCK AND WELL PUMP SUPPORT	LS	1.00	-	-	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00	\$9,500.00	\$9,500.00	\$10,045.00	\$10,045.00	\$10,000.00	\$10,000.00
34	CHLORINATE AND DISINFECT THE WELL PUMP EQUIPMENT AND WELL AND PERFORM WATER SAMPLING AND BACTERIOLOGICAL ANALYSES (REQUIRE 3 NEGATIVE BACTERIOLOGICAL SAMPLES)	LS	1.00	-	-	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$2,990.00	\$2,990.00	\$3,000.00	\$3,000.00
35	PERFORM WELL, PUMP AND MOTOR EQUIPMENT PERFORMANCE TESTING WITH VIBRATION ANALYSES AND PROVIDE WRITTEN REPORT	LS	1.00	-	-	\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$850.00	\$850.00	\$897.00	\$897.00	\$1,000.00	\$1,000.00
36	PERFORM 36-HOUR PUMPING TEST WITH THE PERMANENT WELL PUMPING EQUIPMENT INSTALLED AND PROVIDE WRITTEN REPORT	LS	1.00	-	-	\$16,000.00	\$16,000.00	\$8,000.00	\$8,000.00	\$8,500.00	\$8,500.00	\$8,968.00	\$8,968.00	\$10,000.00	\$10,000.00
37	COLLECT WATER SAMPLES AND HAVE LABORATORY PERFORM ANALYSES FOR COMPLETE TCEQ PUBLIC WATER SUPPLY ANALYSES AND OTHER CONSTITUENTS AND PROVIDE COMPLETE LAB ANALYSES	LS	1.00	-	-	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$5,900.00	\$5,900.00	\$6,218.00	\$6,218.00	\$10,000.00	\$10,000.00
Sub Totals						\$8,321,650.00	\$9,109,000.00	\$10,274,500.00	\$10,493,000.00	\$9,194,531.80	\$11,425,000.00				
II: Allowances															
38	GAS AND ELECTRIC UTILITY COORDINATION AND INSTALLATION	LS	1.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
Sub Totals						\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
III: Alternates: Additions or Deductions															
39	DECORATIVE METAL FENCE IN LIEU OF CHAIN LINK FENCE	LF	1.00	\$143,100.00	\$143,100.00	\$30,000.00	\$30,000.00	\$46,000.00	\$46,000.00	\$52,000.00	\$52,000.00	\$98,230.25	\$98,230.25	\$140,000.00	\$140,000.00
40	AUTOMATIC SLIDE GATE IN LIEU OF MANUAL SLIDE GATE	LS	1.00	\$12,000.00	\$12,000.00	\$18,000.00	\$18,000.00	\$6,800.00	\$6,800.00	\$7,600.00	\$7,600.00	\$8,871.00	\$8,871.00	\$15,000.00	\$15,000.00
41	0.5 MG PRESTRESSED TYPE III CONCRETE GROUND STORAGE TANK	LS	1.00	(\$64,308.00)	(\$64,308.00)	\$615,000.00	\$615,000.00	\$455,000.00	\$455,000.00	\$570,000.00	\$570,000.00	\$520,702.00	\$520,702.00	\$500,000.00	\$500,000.00
42	0.5 MG GLASS-FUSED-TO-STEEL GROUND STORAGE TANK	LS	1.00	(\$186,270.10)	(\$186,270.10)	(\$150,000.00)	(\$150,000.00)	(\$200,000.00)	(\$200,000.00)	(\$150,000.00)	(\$150,000.00)	(\$519,165.00)	(\$519,165.00)	(\$100,000.00)	(\$100,000.00)
43	0.4 MG GALLON PRESTRESSED TYPE III CONCRETE GROUND STORAGE TANK	LS	1.00	(\$294,308.00)	(\$294,308.00)	\$528,000.00	\$528,000.00	\$380,000.00	\$380,000.00	\$485,000.00	\$485,000.00	\$392,474.00	\$392,474.00	\$400,000.00	\$400,000.00
44	0.4 MG GALLON WELDED STEEL GROUND STORAGE TANK	LS	1.00	(\$301,366.24)	(\$301,366.24)	(\$30,000.00)	(\$30,000.00)	(\$30,000.00)	(\$30,000.00)	(\$25,000.00)	(\$25,000.00)	(\$573,675.00)	(\$573,675.00)	(\$30,000.00)	(\$30,000.00)
45	0.4 MG GLASS-FUSED-TO-STEEL GROUND STORAGE TANK	LS	1.00	(\$346,476.92)	(\$346,476.92)	(\$230,000.00)	(\$230,000.00)	(\$260,000.00)	(\$260,000.00)	(\$200,000.00)	(\$200,000.00)	(\$609,649.00)	(\$609,649.00)	(\$180,000.00)	(\$180,000.00)
46	CMU CONCRETE BUILDING WITH BRICK VENEER, INCLUDING HVAC, LOUVER, HEATER, AND SUPPLY FAN FOR CHLORINE ROOM	LS	1.00	-	-	\$225,000.00	\$225,000.00	\$169,000.00	\$169,000.00	\$160,000.00	\$160,000.00	\$83,568.00	\$83,568.00	\$300,000.00	\$300,000.00
47	CMU CONCRETE BUILDING WITH BRICK VENEER ONLY AROUND THE ELECTRICAL ROOM, INCLUDING HVAC, LOUVER, HEATER, AND SUPPLY FAN FOR CHLORINE ROOM	LS	1.00	-	-	\$85,000.00	\$85,000.00	\$139,000.00	\$139,000.00	\$140,000.00	\$140,000.00	\$39,538.00	\$39,538.00	\$260,000.00	\$260,000.00
48	PERFORM WELL CHEMICAL ACID TREATMENT OF THE WELL SCREENS WITH 15% HYDROCHLORIC ACID (550 GALLONS), CHEMICAL ENHANCER AND CORROSION INHIBITOR	LS	1.00	-	-	\$13,500.00	\$13,500.00	\$26,000.00	\$26,000.00	\$25,500.00	\$25,500.00	\$30,979.00	\$30,979.00	\$30,000.00	\$30,000.00
49	15% HYDROCHLORIC ACID, CHEMICAL ENHANCER AND CORROSION INHIBITOR FOR ACID VOLUME THAT IS MORE OR LESS THAN SPECIFIED IN	GAL	50.00	-	-	\$11.00	\$550.00	\$100.00	\$5,000.00	\$101.00	\$5,050.00	\$2.46	\$123.00	\$90.00	\$4,500.00
50	70% HYDROXYACETIC ACID, CHEMICAL ENHANCER AND CORROSION INHIBITOR FOR ACID VOLUME THAT IS MORE OR LESS THAN SPECIFIED IN	GAL	50.00	-	-	\$6.00	\$300.00	\$140.00	\$7,000.00	\$146.00	\$7,300.00	\$3.55	\$177.50	\$130.00	\$6,500.00
51	REFINISH THE TOP OR BASE OF THE EXISTING WELL PUMP FOUNDATION FOR INSTALLATION AND SEALING OF THE NEW WELL DISCHARGE HEAD	LS	1.00	-	-	(\$15,000.00)	(\$15,000.00)	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00	\$11,464.00	\$11,464.00	\$10,000.00	\$10,000.00
52	FURNISH AND INSTALL VERTICAL TURBINE, LINE SHAFT PUMP BOWL WITH DESIGN CONDITIONS OF 700 GPM AT 585 FEET TDH WITH COUPLING, STAINLESS STEEL COLLETS AND WEAR RINGS, SUCTION PIPE AND STAINLESS STEEL CONE STRAINER THAT DOES NOT INCLUDE NON-WITNESS PUMP BOWL TESTING AND WRITTEN REPORT	LS	1.00	-	-	\$68,000.00	\$68,000.00	\$48,000.00	\$48,000.00	\$47,000.00	\$47,000.00	\$57,509.00	\$57,509.00	\$55,000.00	\$55,000.00
53	FURNISH AND INSTALL NEW 200 HP, TEFC, 1,780 RPM, 460 VOLT, 3-PHASE, PREMIUM EFFICIENT ELECTRIC WELL MOTOR WITH COMBINATION MOTOR DRIVE SHAFT AND NEW HEAD SHAFT NUT AND GIB KEYS WITH ALL NECESSARY ELECTRICAL CONNECTIONS	LS	1.00	-	-	\$97,000.00	\$97,000.00	\$100,000.00	\$100,000.00	\$97,000.00	\$97,000.00	\$126,649.00	\$126,649.00	\$110,000.00	\$110,000.00
54	FURNISH, INSTALL AND REMOVE A CONTRACTOR PROVIDED PORTABLE GENERATOR AND ALL EQUIPMENT TO POWER THE NEW WELL PUMP AND WELL MOTOR FOR FIELD TESTING AND/OR OWNER OPERATION	LS	1.00	-	-	\$5,000.00	\$5,000.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$25,637.00	\$25,637.00	\$15,000.00	\$15,000.00
55	RENTAL OF A CONTRACTOR PROVIDED PORTABLE GENERATOR AND ALL EQUIPMENT TO POWER THE NEW WELL PUMP AND WELL MOTOR FOR FIELD TESTING AND/OR OWNER OPERATION	WK	8.00	-	-	\$20,000.00	\$160,000.00	\$9,000.00	\$72,000.00	\$9,000.00	\$72,000.00	\$1,343.38	\$10,747.04	\$10,000.00	\$80,000.00
56	FURNISH, INSTALL AND REMOVE A CONTRACTOR PROVIDED PORTABLE ENGINE, RIGHT-ANGLE GEAR DRIVE, 200 HP OR 250 HP ELECTRIC MOTOR AND ALL EQUIPMENT TO POWER THE NEW WELL PUMP FOR FIELD TESTING AND/OR OWNER OPERATION	LS	1.00	-	-	\$6,000.00	\$6,000.00	\$75,000.00	\$75,000.00	\$72,200.00	\$72,200.00	\$96,421.00	\$96,421.00	\$75,000.00	\$75,000.00
57	RENTAL OF A CONTRACTOR PROVIDED PORTABLE ENGINE, RIGHT-ANGLE GEAR DRIVE, 200 HP OR 250 HP ELECTRIC MOTOR AND ALL EQUIPMENT TO POWER THE NEW WELL PUMP FOR FIELD TESTING AND/OR OWNER OPERATION	WK	8.00	-	-	\$3,200.00	\$25,600.00	\$7,200.00	\$57,600.00	\$7,000.00	\$56,000.00	\$1,969.00	\$15,752.00	\$10,000.00	\$80,000.00
58	EVOUQUA/WALLACE AND TIERNAN CHLORINE FEED EQUIPMENT PER SPECIFICATION 46 31 11 CHLORINE GAS FEED EQUIPMENT AND 46 33 49 SOLENOID METERING PUMPS	LS	1.00	-	-	\$100,000.00	\$100,000.00	\$390,610.00	\$390,610.00	\$218,000.00	\$218,000.00	\$602,149.00	\$602,149.00	\$500,000.00	\$500,000.00
Sub Totals (Alternate 1 & 4 (Bid Item 39 & 42))						(\$43,170.10)	(\$120,000.00)	(\$154,000.00)	(\$98,000.00)	(\$420,934.75)	\$40,000.00				
Base Bid Total						\$8,396,650.00	\$9,184,000.00	\$10,349,500.00	\$10,568,000.00	\$9,269,531.80	\$11,500,000.00				
Grand Total with Alternate 1 & 4 (Bid Item 39 & 42)						\$8,353,479.90	\$9,064,000.00	\$10,195,500.00	\$10,470,000.00	\$8,848,597.05	\$11,540,000.00				

Table : Summary of Total Bid Pricing

No.	Offeror	Base Bid	Alternative Bid	Total Bid Price
1	IECONI	\$9,269,531.80	-\$420,934.75	\$8,848,597.05
2	Industrial TX Corp.	\$9,184,000.00	-\$120,000.00	\$9,064,000.00
3	Wharton-Smith, Inc.	\$10,349,500.00	-\$154,000.00	\$10,195,500.00
4	BCI Water Resources Group, Inc.	\$10,568,000.00	-\$98,000.00	\$10,470,000.00
5	W.W. Payton Corporation	\$11,500,000.00	+\$40,000.00	\$11,540,000.00

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 18, 2024

Topic:

Presentation and discussion regarding a request from FLS Development, LLC (Harrisburg Homes) for the creation of a Public Improvement District for Graylou Grove in the City of Tomball.

Background:

FLS Development, LLC previously requested consideration of a public improvement district to develop approximately 44 acres at the intersection of Hufsmith-Kohrville Road and Medical Complex Drive as a residential development called Graylou Grove. On December 18, 2023, City Council approved Resolution Number 2023-56, calling for the required public hearing to be conducted on January 22, 2024.

Staff worked with the developer, PID consultants, financial advisors, and Bond Counsel to draft a proposed development agreement that outlined the requirements of the development if creation of the District was granted. At the April 2, 2024 City Council meeting, Council denied the request for creation of the Public Improvement District for the following reasons:

1. Lowering the City's required value to lien (LTV) ratio from 3:1 to 1.75:1.
2. Not constructing Medical Complex through the extent of their proposed development.
3. Up-front debt issuance rather than reimbursement and removal of existing requirement for public improvements to be completed before the issuance of bonds.
4. Proposed 30-year PID with a maximum assessment of \$0.95 per \$100 assessed value. the City's adopted PID policy sets the maximum assessment for a 30-year PID at \$0.48 per \$100 of assessed value.

Staff has met with FLS to discuss the resubmission of their PID application for Graylou Grove and they have submitted their revised concept plan. The revised plan removes the requested pickleball court and parking and the extension of Medical Complex through the extent of the proposed development as requested by City Council. The terms of the new request would remain the same with the maximum proposed assessment of \$0.95 per \$100 assessed value (average value \$625,000), however the LTV has not been determined.

Staff is seeking direction from City Council regarding the proposed PID application resubmission to determine Councils requirements if this request were to move forward.

Origination: Project Management

Recommendation:

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

Meagan Mageo, Project Manager

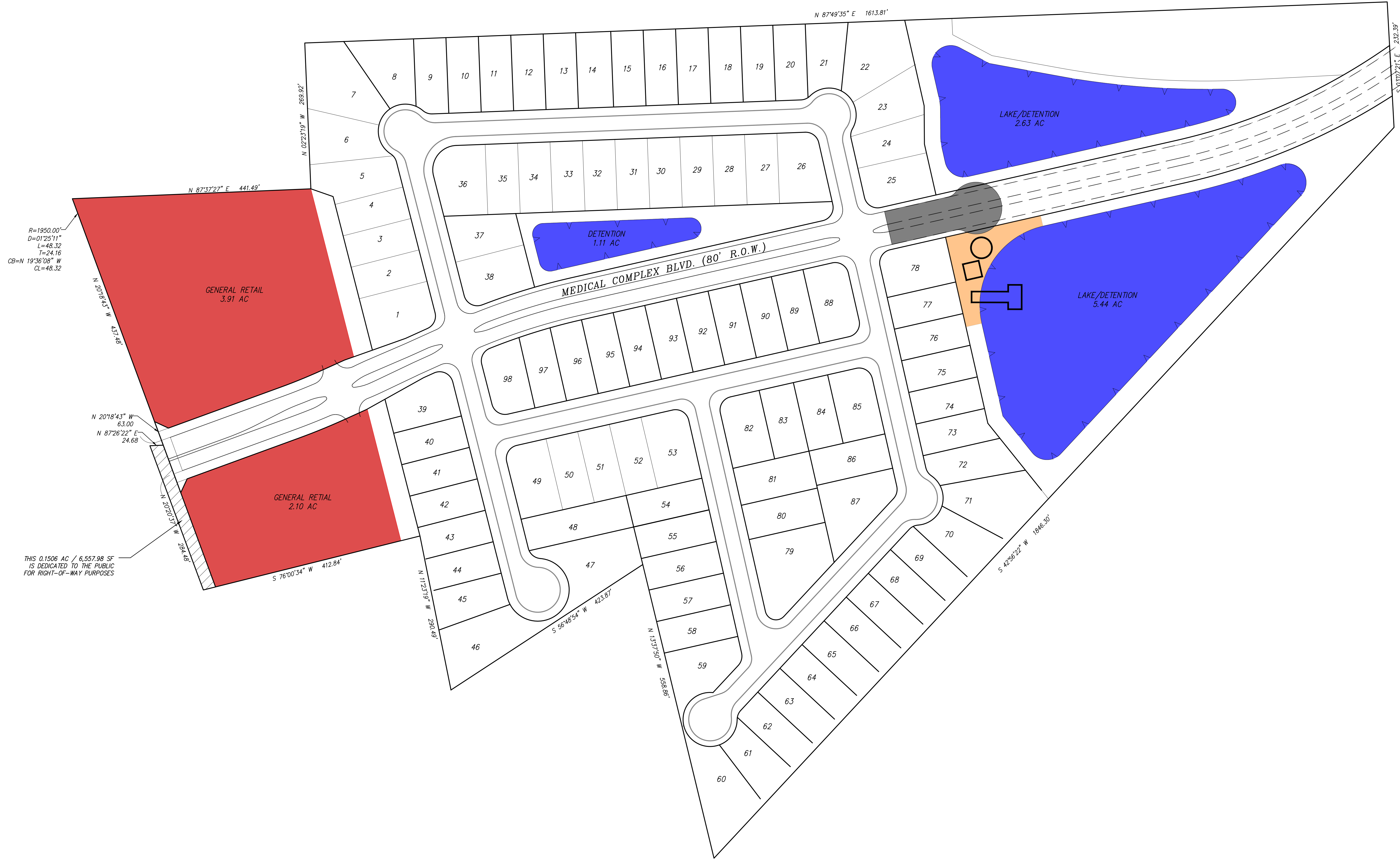
FUNDING (IF APPLICABLE)

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

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

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

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



THIS 0.1506 AC / 6,557.98 SF IS DEDICATED TO THE PUBLIC FOR RIGHT-OF-WAY PURPOSES

City Council Agenda Item Data Sheet

Meeting Date: November 18, 2024

Topic:

Conduct a public hearing and consideration to approve **Zoning Case Z24-18**: Request by John and Tracy Randall, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 36.408 acres of land legally described as being three tracts of land situated in the Jesse Pruett Survey, Abstract No. 629 from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 21725 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2024-34, an Ordinance of the City of Tomball, Texas, amending Chapter 50 of the Tomball Code of Ordinances by rezoning approximately 36.408 acres of land legally described as being three tracts of land situated in the Jesse Pruett Survey, Abstract No. 629 from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 21725 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background: On November 11th, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. Topics of discussion included the request’s compatibility with the adopted Comprehensive Plan and nature of the existing developments and zoning districts in the area. The Planning & Zoning Commission recommended approval of the rezoning case with a 4-0 vote.

Origination: John and Tracy Randall

Recommendation: Approval

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

FUNDING (IF APPLICABLE)

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

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

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

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

ORDINANCE NO. 2024-34

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 36.408 ACRES OF LAND LEGALLY DESCRIBED AS BEING THREE TRACTS OF LAND SITUATED IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, FROM SINGLE-FAMILY ESTATE RESIDENTIAL (SF-20-E) DISTRICT TO LIGHT INDUSTRIAL (LI) ZONING DISTRICT. THE PROPERTY IS LOCATED AT 21725 HUFSMITH-KOHRVILLE ROAD, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, John and Tracy Randall, has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 36.408 acres of land legally described as being three tracts of land situated in the Jesse Pruett Survey, Abstract No. 629 from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district; and

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

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

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

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

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

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

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

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

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

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

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

FIRST READING:

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

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

SECOND READING:

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

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

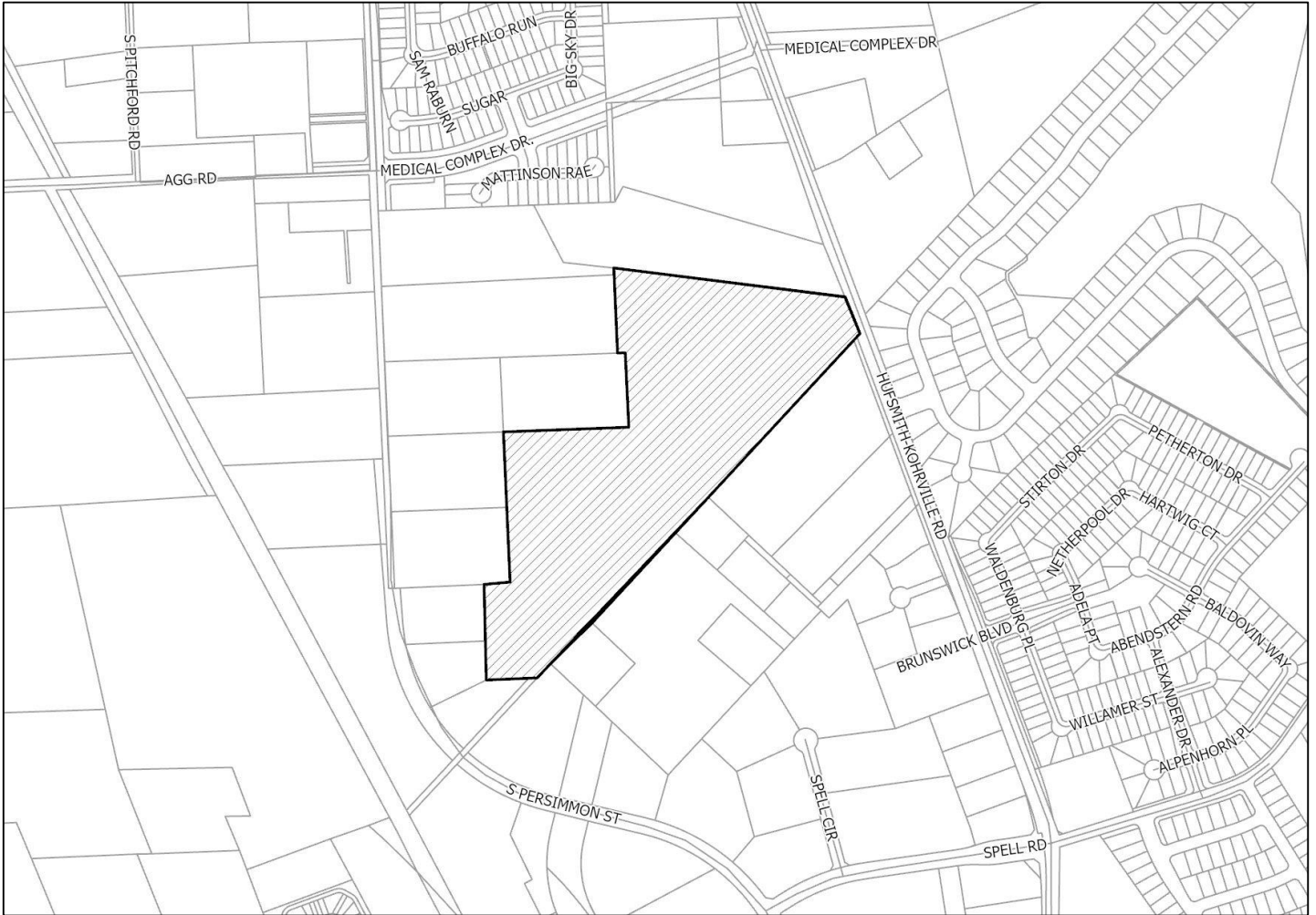
LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary

Exhibit "A"

Location: 21725 Hufsmith Kohrville Road, within the City of Tomball, Harris County, Texas.



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
NOVEMBER 11, 2024
&
CITY COUNCIL
NOVEMBER 18, 2024**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, November 11, 2024 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, November 18, 2024 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z24-17: Request by Paul and Brenda Mladenka, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 8.381 acres of land legally described as Lot 381 and portions of Lot 378 of Tomball Outlots from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1811 South Persimmon Road, within the City of Tomball, Harris County, Texas.

Zoning Case Z24-18: Request by John and Tracy Randall, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 36.408 acres of land legally described as being three tracts of land situated in the Jesse Pruett Survey, Abstract No. 629 from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 21725 Hufsmith Kohrville Road, within the City of Tomball, Harris County, Texas.

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

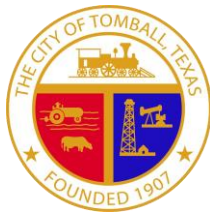
CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 8th day of November 2024 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley

Benjamin Lashley
Assistant City Planner

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



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z24-18

10/21/2024

The Planning & Zoning Commission will hold a public hearing on **November 11, 2024 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by John and Tracy Randall, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 36.408 acres of land legally described as being three tracts of land situated in the Jesse Pruett Survey, Abstract No. 629 from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 21725 Hufsmith Kohrville Road, within the City of Tomball, Harris County, Texas.

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

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning**. The hatched area is the notification area. All owners of property within 300-feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **November 18, 2024 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

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

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

CASE #: Z24-18

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

Name:
Parcel I.D.:
Address:

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

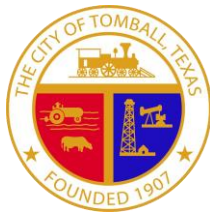
Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: _____

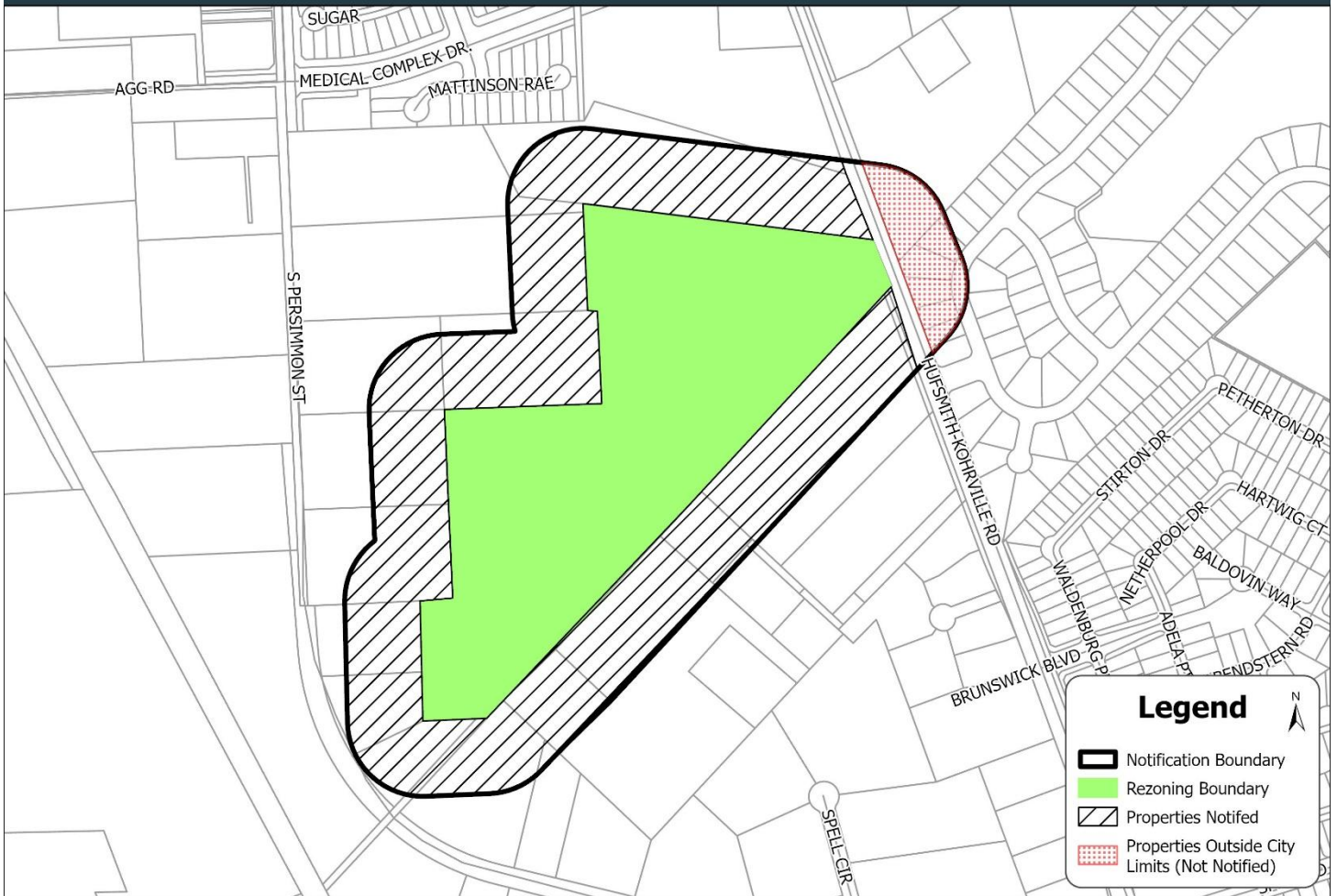


City of Tomball
Community Development Department

Z24-18



Notification Boundary





City of Tomball
Community Development Department

WILERSON MELODY
30104 RILEY RD
WALLER, TX 77484-6142

NOTICE OF PUBLIC HEARING

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

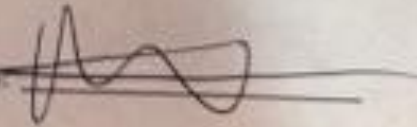
Name: WILERSON MELODY
Parcel I.D.: 0352920000134
Address 21801 HUFSMITH KOHRVILLE RD

Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: 

501 James Street • TOMBALL, TEXAS 77375

Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z24-18

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

Name: GRAPPE JAMES R & CAROLYN
Parcel I.D.: 0352920000366
Address: 1515 S PERSIMMON ST

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

Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: 

501 James Street • TOMBALL, TEXAS 77375

CASE #: Z24-18

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

Name: MICHEL MELVIN E & TRACY A
Parcel I.D.: 0352920000374
Address: 21725 HUFSMITH KOHRVILLE RD

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

Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: 

501 James Street • TOMBALL, TEXAS 77375

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CASE #: Z24-18

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Name: GRAPPE JAMES R & CAROLYN
Parcel I.D.: 0352920000529
Address: 1515 S PERSIMMON ST

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

Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: 

501 James Street • TOMBALL, TEXAS 77375

CASE #: Z24-18

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

Name: RANDALL JOHN W JR & TRACY A
Parcel I.D.: 0352920000530
Address: 21725 HUFSMITH KOHRVILLE RD

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

Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: 

501 James Street • TOMBALL, TEXAS 77375

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

CASE #: Z24-18

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Name: RANDALL JOHN W JR & TRACY A
Parcel I.D.: 0352920000531
Address: 21725 HUFSMITH KOHRVILLE RD

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

Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: 

501 James Street • TOMBALL, TEXAS 77375



City of Tomball
Community Development Department

WILKERSON MELODY
30104 RILEY RD
WALLER, TX 77484-6142

NOTICE OF PUBLIC HEARING

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10/21/2024

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For the PLANNING & ZONING COMMISSION

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CASE #: Z24-18

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Name: WILKERSON MELODY
Parcel I.D.: 035292000621
Address: 21803 HUFSMITH KOHRVILLE RD

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

Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: 

501 James Street • TOMBALL, TEXAS 77375

CASE #: Z24-18

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

Name: MERO HOMES LLC
Parcel I.D.: 1452440010001
Address: 0 S PERSIMMON ST

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

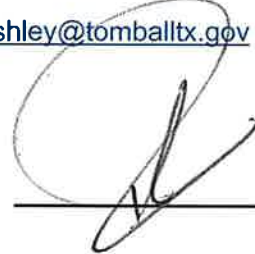
Email: blashley@tomballtx.gov

I am in favor

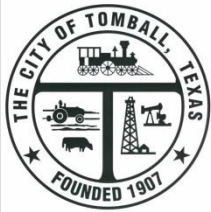
I am opposed

Additional Comments:

Signature: _____



501 James Street • TOMBALL, TEXAS 77375



**Rezoning
Staff Report**

Planning & Zoning Commission Public Hearing Date: November 11, 2024
City Council Public Hearing Date: November 18, 2024

Rezoning Case: Z24-18
Property Owner(s): John and Tracy Randall
Applicant(s): John and Tracy Randall
Legal Description: Being three tracts of land situated in the Jesse Pruett Survey, Abstract No. 629
Location: 21725 Hufsmith-Kohrville Road (Exhibit “A”)
Area: 36.408 acres
Comp Plan Designation: Business Park and Industrial (Exhibit “B”)
Present Zoning: Single-Family Estate Residential (SF-20-E) District (Exhibit “C”)
Request: Rezone from the Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) District

Adjacent Zoning & Land Uses:

North: Light Industrial (LI) / Vacant lot
South: Single-Family Estate Residential (SF-20-E) and Light Industrial (LI) / Single-family residences and a self-storage facility
East: Tomball Extraterritorial Jurisdiction (ETJ) / Single-family residences
West: Single-Family Estate Residential (SF-20-E) and Light Industrial (LI) / Single-family residences and undeveloped tracts of land

BACKGROUND

There is an existing single-family residence on the subject property, which according to Harris County Appraisal District records, was built in 1999. In February of 2023 a rezoning request to the Single Family Residential – 6 (SF-6) zoning district for this property was denied by City Council. The applicants are now requesting to rezone the subject property to the Light Industrial zoning district with the intent to sell the property.

ANALYSIS

Comprehensive Plan Recommendation: The property is designated as “Business Park and Industrial” by the Comprehensive Plan’s Future Land Use Map. The Business Park and Industrial category is intended to be located near adequate thoroughfares which provide convenient access for vehicular traffic including freight.

According to the Comprehensive Plan land uses should consist of offices, warehousing, light manufacturing (with indoor operations), breweries/distilleries, equipment sales, contractor services, and corporate campuses. Appropriate secondary uses include utility services, government facilities, and transportation/freight uses.

The Comprehensive Plan identifies the following zoning districts as compatible with the Business Park and Industrial category: Light Industrial (LI), Commercial (C), Office (O), and Planned Development (PD). The Comprehensive Plan also identifies the need to carefully design sites that are adjacent to residential zoning districts to include landscape buffering as well as the screening of outdoor storage and equipment from public rights-of-way.

Staff Review Comments: The request to rezone the subject property to Light Industrial (LI) is in conformance with the Future Land Use Plan. Furthermore, the subject property has frontage on Hufsmith-Kohrville Road which is designated as a Major Arterial on Tomball’s Major Thoroughfare Plan. Roadways such as this are designed to accommodate the volume and character of traffic that can be expected within the Light Industrial district. The approval of the requested zoning will promote a new development that is consistent with the type of development patterns and character endorsed by the Future Land Use Plan for this area.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on October 21, 2024. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z24-18.

EXHIBITS

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

Exhibit "A"
Aerial Location Map



Location

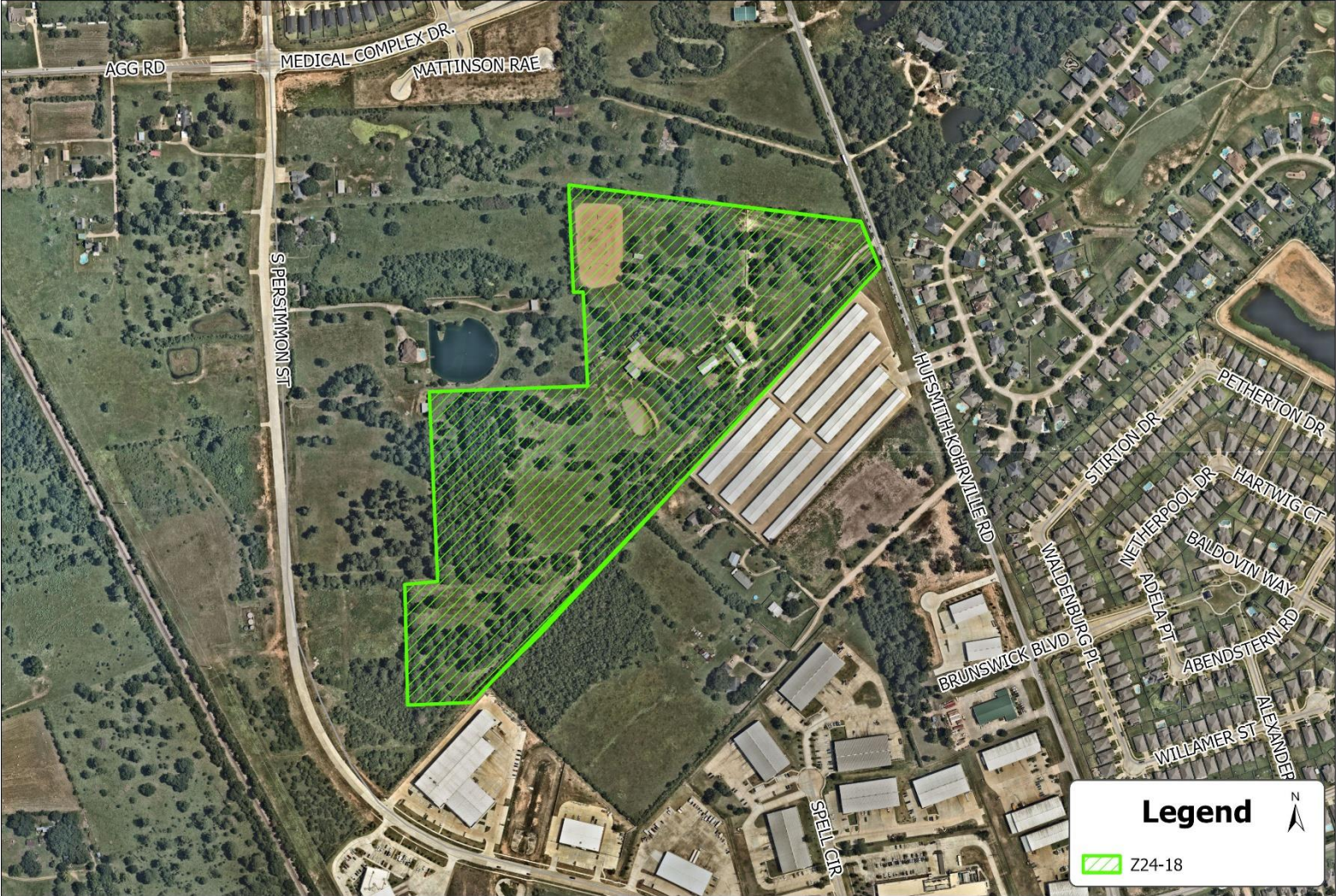


Exhibit "B"
Future Land Use Plan



Future Land Use

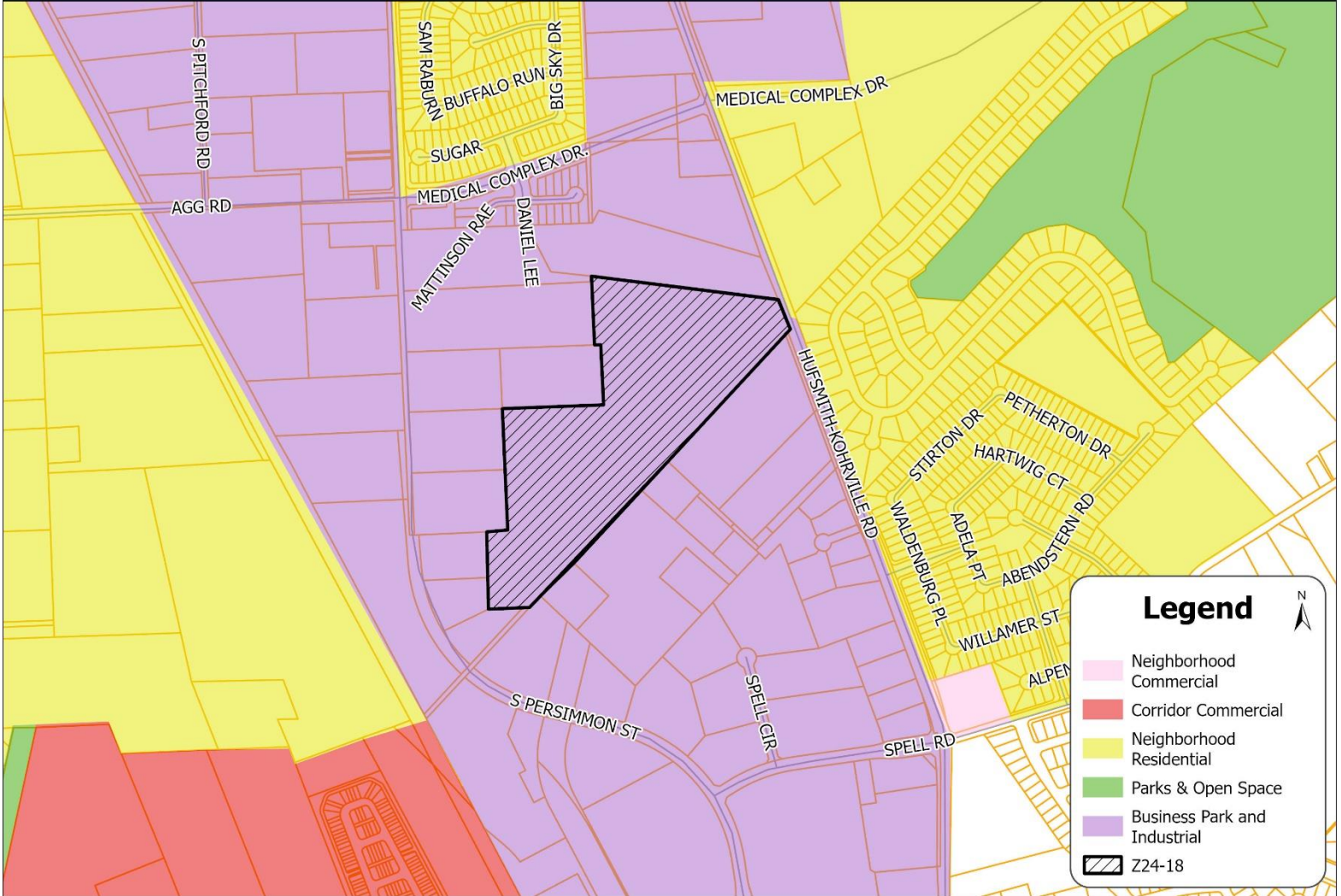


Exhibit "C"
Zoning Map



Zoning

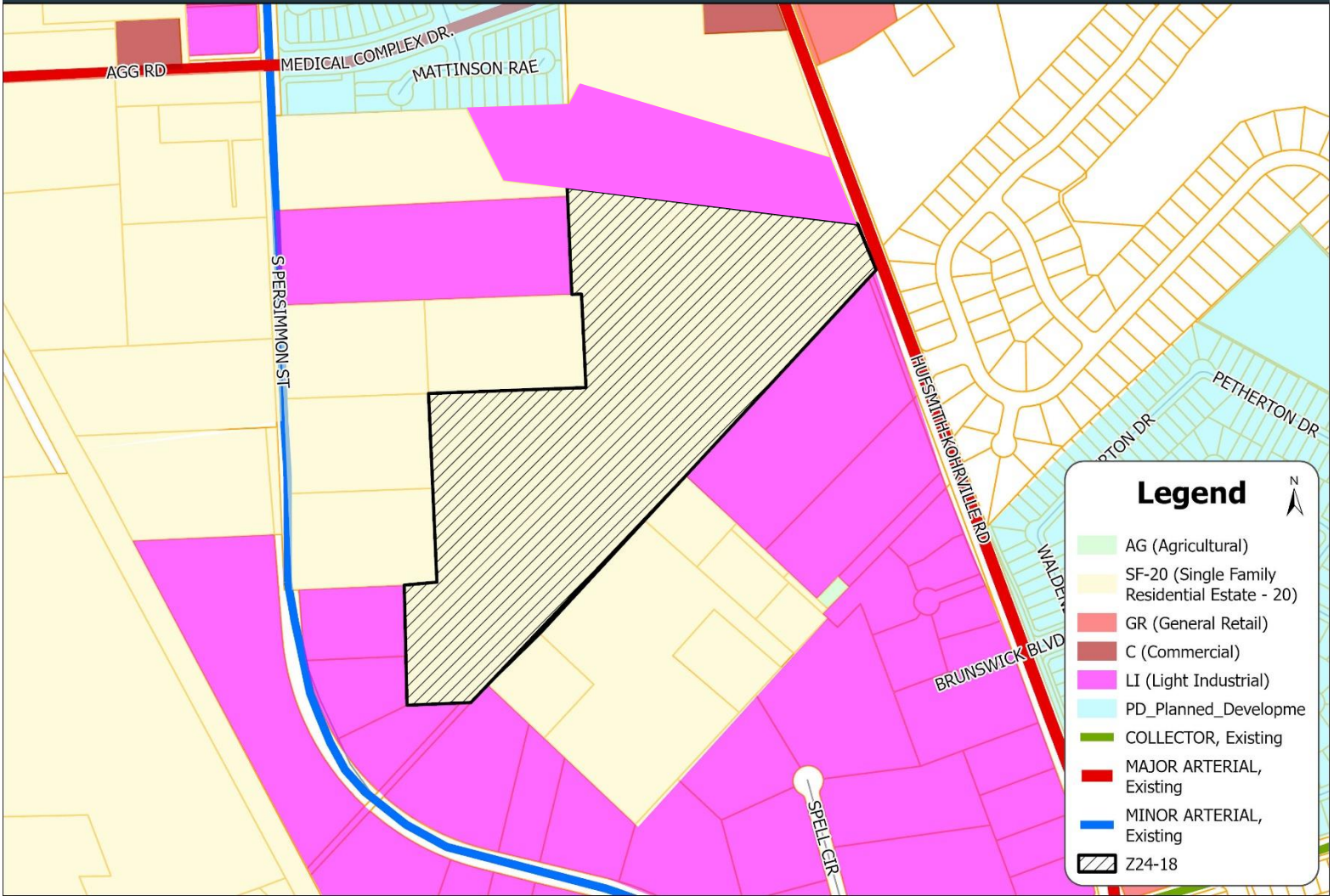


Exhibit "D"
Site Photo(s)

Subject Site



Neighbor (North)



Neighbor (South)



Neighbor (East)



Neighbor (West)



Neighbor (West)



Exhibit "E"
Rezoning Application



APPLICATION FOR REZONING

Community Development Department
Planning Division

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

Applicant

Name: John and Tracy Randall Title: Land Owners
Mailing Address: 21725 Hufsmith Kohrville City: Tomball State: Tx
Zip: 77375
Phone: (281) 728-9551 Fax: (____) _____ Email: randalltracya@gmail.com

Owner

Name: John and Tracy Randall Title: Land Owners
Mailing Address: 21725 Hufsmith Kohrville City: Tomball State: Tx
Zip: 77375
Phone: (281) 728-9551 Fax: (____) _____ Email: randalltracya@gmail.com

Engineer/Surveyor (if applicable)

Name: _____ Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____
Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: 36.4 acres on Hufsmith Kohrville Road

Physical Location of Property: 21725 Hufsmith Kohrville Tomball Tx 77375
[General Location – approximate distance to nearest existing street corner]

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

Current Zoning District: SF-20 (Single Family Residential Estate - 20)

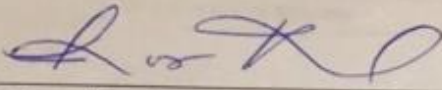
Current Use of Property: SF-20 (Single Family Residential Estate - 20)

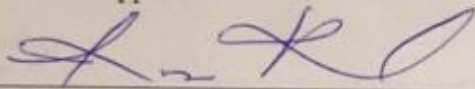
Proposed Zoning District: LI (Light Industrial)

Proposed Use of Property: LI (Light Industrial)

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

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

X  10/1/2024
Signature of Applicant Date

X  10/1/2024
Signature of Owner Date

Submittal Requirements

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

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

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

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

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

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

Application Process

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

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

I'm submitting my rezoning request because I'm trying to sell my property and everything around me on Hufsmith Kohrville is rezoning Light Industrial. Also, my property is in the future rezoning map for Light Industrial.

The track totals 36.4 acres

HCAD:

0352920000374

0352920000530

0352920000531

Thank you,

Tracy Randall

John & Tracy Randall
21725 Hufsmith Kohrville
Tomball, Tx 77375

Legal Description of Land:

Tract 1:

BEING a 15.05 acre (655,665 square foot) tract of land situated in the Jesse Pruett Survey, Abstract No. 629 of Harris County, Texas and being a portion of the remainder of a called 56.8003 acre tract of land as described in an instrument to Melvin E. Michel and Tracy A. Michel recorded under Harris County Clerk's File Number (H.C.C.F. No.) S954259 and a portion of Lots 134, 371, 376, 377, and 380 of CORRECTED MAP OF TOMBALL OUTLOTS, a subdivision per plat recorded under Volume 4, Page 75 of the Harris County Map Records (H.C.M.R.), said 15.05 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the perimeter of said 56.8003 acre tract as cited herein and as shown on a survey plat of even date prepared by the undersigned in conjunction with this metes and bounds description:

COMMENCING at the Northeast corner of a called 11.06 acre tract of land as described in an instrument to Charles L. Laswell recorded under H.C.C.F. No. C792063, lying on the Southwest right-of-way line of Hufsmith Kohrville Road (60 feet wide) recorded under Volume 2549, Page 325 of the Harris County Deed Records (H.C.D.R.) and said CORRECTED MAP OF TOMBALL OUTLOTS, from which a found 1/2-inch iron rod bears S 86°31' E, a distance of 0.85 feet;

THENCE, S 20° 12'50" E, along and with the Northeasterly line of said 11.06 acre tract and a called 6.188 acre tract of land as described in an instrument to John W. Randall, Jr. and Tracy A. Randall and the Southwest right-of-way line of said Hufsmith Kohrville Road, a distance of 321.89 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the POINT OF BEGINNING and the Northeast corner of the herein described tract, some being the most Easterly Southeast corner of said called 6.188 acre tract;

THENCE, S 20°12'50" E, along and with the Southwest right-of-way line of said Hufsmith Kohrville Road and the Northeasterly line of said 56.8003 acre tract, a distance of 106.49 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Southeast corner of the herein described tract and said 58.8003 acre tract;

THENCE, S 42°38'24" W, along and with the Southwesterly line of said 56.8003 acre tract, and the Northwesterly lines of a called 0.4847 acre tract of land as described in an instrument to City of Tomball, Texas recorded under H.C.C.F. No. T616046, a 30-foot unimproved road as shown on said CORRECTED MAP OF TOMBALL OUTLOTS, and TOMBALL SOUTH COMMERCIAL NO. 2, a subdivision per plat recorded under Film Code Number (F.C. No.) 659297 of the Harris County Map Records (H.C.M.R.), a distance of 1621.52 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Southwest corner of the herein described tract and the East end of the Southern terminus of a 30-foot unimproved road as shown on said CORRECTED MAP OF TOMBALL OUTLOTS;

THENCE, N 02°23'16" W, along and with the East line of said Easterly 30-foot unimproved road and the West lines of said Lot 377 and Lot 380, a distance of 733.94 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the most Westerly Northwest corner of the herein described tract, lying on a Southerly line of said 6.188 acre tract;

THENCE, N 72°06'27" E, along and with a Southerly line of said 6.188 acre tract, a distance of 316.91 feet to a 3/4 inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract and the Southeast corner of said 6.188 acre tract;

THENCE, N 06°39'43" E, along and with the East line of said 6.188 acre tract, a distance of 549.50 feet to a 3/4 inch iron rod with cap stamped "BGE INC" set for the most Northerly Northwest corner of the herein described tract and on interior corner of said 6.188 acre tract;

THENCE, S 83°25'52" E, along and with a Southerly line of said 6.1888 acre tract, a distance of 731.66 feet to the POINT OF BEGINNING and containing 15.05 acres (655,665 square feet) of land.

Tract 2:

BEING a 15.17 acre (660,615 square foot) tract of land situated in the Jesse Pruett Survey, Abstract No. 629 of Harris County, Texas and being a portion the remainder of a called 56.8003 acre tract of land as described in an Instrument to Melvin E. Michel and Tracy A. Michel recorded under Harris County Clerk's File Number (H.C.C.F. No.) S954259 and being all of Lots 379, 382, 383 of CORRECTED MAP OF TOMBALL OUTLOTS, a subdivision per plat recorded under Volume 4, Page 75 of the Harris County Map Records (H.C.M.R.), said 15.17 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the perimeter of said 56.8003 acre tract as cited herein and as shown on a survey plat of even date prepared by the undersigned in conjunction with this metes and bounds description: BEGINNING at a 1/2-Inch Iron rod found for the Southwest corner of the herein described tract and said Lot 383 and the most Southerly Southwest corner of said 56.8003 acre tract;

THENCE, N 05°07'20" W, along and with a Westerly line of said 56.8003 acre tract and said Lot 383, a distance of Version Date: 1/2014 TXCJv2 Page 6 of 20 Form T-7: Commitment for Title Insurance 481.10 feet to a 1/2-inch iron rod found for the Northwest corner of said Lot 383 and an Interior corner of said 56.8003 acre tract, lying on the South line of a called 4.8373 acre tract of land described as Lot 381 In an instrument to Paul Mladenka and Brenda Mladenka recorded under File Number (F.N.) 20080184176 of the Official Public Records of Harris County (O.P.R.H.C.);

THENCE, N 85°12'22" E, along and with the South line of said 4.8373 acre tract and the North line of said Lot 383, a distance of 122.88 feet to a 1/2-inch iron rod with cap stamped "WESTAR" found an Interior corner of the herein described tract and the Southeast corner of said 4.8373 acre tract, same being the Southwest corner of sold Lot 382; THENCE, N 02°22'58" W, along and with the East line of said 4.8373 acre tract, and the West line of said Lot 382, at a distance of 352.87 feet pass o 1/2-inch iron rod with cap stomped "WESTAR" found for the Northeast corner of said 4.8373 acre tract, the Northwest corner of said Lot 382, the Southwest corner of said Lot 379, and the Southeast corner of Lot 378 of said CORRECTED MAP OF TOMBALL OUTLOTS as described in an instrument to Paul Mladenka and Brenda Mladenka recorded under H.C.C.F. No. Y200969, continuing along and with West line of said Lot 379 and the East line of said Lot 378, a total distance of 730.81 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Northwest corner of the herein described tract, the Northwest corner of said Lot 379, the Northeast corner of said Lot 378, the Southwest corner of Lot 375 of said CORRECTED MAP OF TOBALL OUTLOTS as described In an Instrument to Paul Mladenka and Brenda Mladenka recorded under H.C.C.F. No. W958841, and the Southeast corner of Lot 374 of said CORRECTED MAP OF TOMBALL OUTLOTS as described in an instrument to Paul Mladenka and Brenda Mladenka recorded under H.C.C.F. No. W958842;

THENCE, N 87°37'00" E, along and with the North line of said Lot 379 and the South line of said Lot 375, a distance of 605.98 feet to a 3/4-Inch Iron rod with cap stamped "BGE INC" set for the Northeast corner of the herein described tract and said Lot 379, same being the Southeast corner of said Lot 375, lying on the West line of o 30 foot unimproved road as shown on said CORRECT MAP OF TOMBALL OUTLOTS;

THENCE, S 02°23'16" E, along and with the East line of said Lot 379 and said Lot 382, and the West line of said 30-foot unimproved road, a distance of 707.13 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the most Easterly Southeast corner of the herein described tract, the Southeast corner of said Lot 382. and the Northeast corner of said Lot 383, same being the West end of the Southern terminus of said 30-foot unimproved road, lying on the Northwesterly line of a Southeasterly 30-foot unimproved road as shown on said CORRECTED MAP OF TOMBALL OUTLOTS, TOMBALL BUSINESS AND TECHNOLOGY PARK SEC 2, a subdivision per plat recorded under Film Code Number (F.C. No.) 697286 of the Harris County Map Records (H.C..R.), and TOMBALL BUSINESS AND TECHNOLOGY PARK, a subdivision per plat recorded under F.C. No. 653006 of the H.C.M.R., and a Southeasterly line of said 56.8003 acre tract,

THENCE, S 42°38'24" W, along and with the Southeasterly line of sold 56.8003 acre tract and said Lot 383, and the Northwesterly line of said Southeasterly 30 foot unimproved road, a distance of 712.35 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the most Southerly Southeast corner of the herein described tract and said Lot 383;

THENCE, S 85°56'45" W, along and with the South line of said 56.8003 acre tract and said Lot 383, a distance of 202.00 feet to the POINT OF BEGINNING and containing 15.17 acres (660,615 square feet) of land, more or less.

Tract 3:

BEING a 6.191 acre (269,671 square foot) tract of land situated in the Jesse Pruett Survey, Abstract No. 629 of Harris County, Texas and being all of a called 6.188 acre tract of land as described in an instrument to John W. Randall, Jr. and Tracy A. Randall recorded under File Number (F.N.) 20100453523 of the Official Public Records of Harris County (O.P.R.H.C.), a portion of Lots 134, 371, 376, and 377, and a 30 foot unimproved road as shown on CORRECTED MAP OF TOMBALL OUTLOTS, a subdivision per plat recorded under Volume 4, Page 75 of the Harris County Map Records (H.C.M.R.), said 6.191 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the South line of a called 11.06 acre tract of land as cited herein and as shown on a survey plat of even date prepared by the undersigned in conjunction with this metes and bounds description: Version Date: 1/2014 TXCJv2 Page 7 of 20 Form T-7: Commitment for Title Insurance BEGINNING at a 1/2-inch iron rod found for the Northwest corner of the herein described tract and said 6.188 acre tract, lying on the South line of a called 11.06 acre tract of land as described in an instrument to Charles L. Laswell recorded under Harris County Clerk's File Number (H.C.C.F. No.) C792063, from which a 5/8-inch iron rod found for and interior corner of a called 7.6266 acre tract of land as described in an instrument to James R. Grappe and Carolyn J. Grappe recorded under H.C.C.F. No. N584790 and the Southwest corner of said 11.06 acre tract bears N 83°11'34"W, a distance of 270.89 feet;

THENCE, S 83°25'52" E, along and with the South line of said 11.06 acre tract and the North line of sold 6.168 acre tract, a distance of 1,148.25 feet (called S 80°13'03"E, 1,149.03 feet) to 3/4-Inch Iron rod with cap stamped "BGE INC" set for the Northeast corner of the herein described tract and the Southeast corner of said 11.06 acre tract, lying on the Southwest right-of-way line of Hufsmith Kohrville Road (60 feet wide) recorded under Volume (Vol.) 2549, Page (Pg.) 325 of the Harris County Deed Records (H.C.D.R.) and said CORRECTED MAP OF TOMBALL OUTLOTS;

THENCE, S 20°12'50" E, along and with the Southwest right-of-way line of Hufsmith Kohrville Road and a Northeasterly line of said 6.188 acre tract, a distance of 33.61 feet (called S 17°00'40"E, 33.61 feet) to a 3/4-inch iron rod with cap stamped "BGE INC" set for the most Easterly Southeast corner of the herein described tract and said 6.188 acre tract;

THENCE, N 83°25'52" W, along and with a Southerly line of sold 6.188 acre tract, a distance of 731.66 feet (called N 80°13'03"W, 732.38 feet) to a 3/4-inch iron rod with cap stamped "BGE INC" set for on interior corner of the herein described tract and said 6.188 acre tract;

THENCE, S 06°39' 43" W, along and with on Easterly line of said 6.188 acre tract, a distance of 549.50 feet (called S 09°46'57" W, 548.79 feet) to a 3/4-inch iron rod with cap stamped "BGE INC" set for the most Southerly Southeast corner of the herein described tract and said 6.188 acre tract;

THENCE, S 72°06'27" W, along and with a Southerly line of said 6.188 acre tract, a distance of 348.04 feet (called S 75°13'41"W, 348.05 feet) to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Southwest corner of the herein described tract and said 6.188 acre tract, lying on the West line of said 30 foot unimproved road and the East line of Lot 375 of said CORRECTED MAP OF TOMBALL OUTLOTS and as described in an instrument to Paul Mladenka and Brenda Mladenka recorded under H.C.C.F. No. W958841:

THENCE, N 02°23'16" W, along and with the West line of said 30 foot unimproved road and said 6.191 acre tract, and the East line of said Lot 375, at a distance of 323.98 feet pass the Northeast corner of said Lot 375 and the Southeast

corner of Lot 375 of said CORRECTED MAP OF TOMBALL OUTLOTS, from which a found 1/2-inch iron rod bears N 65°09' E, a distance of 1.60 feet, continuing along and with the West line of said 6.188 acre tract and said 30 foot unimproved road, a total distance of 732.55 feet (called N 00°43'58"E, 732.55 feet) to the POINT OF BEGINNING and containing 6.191 acres (269,671 square feet) of land, more or less

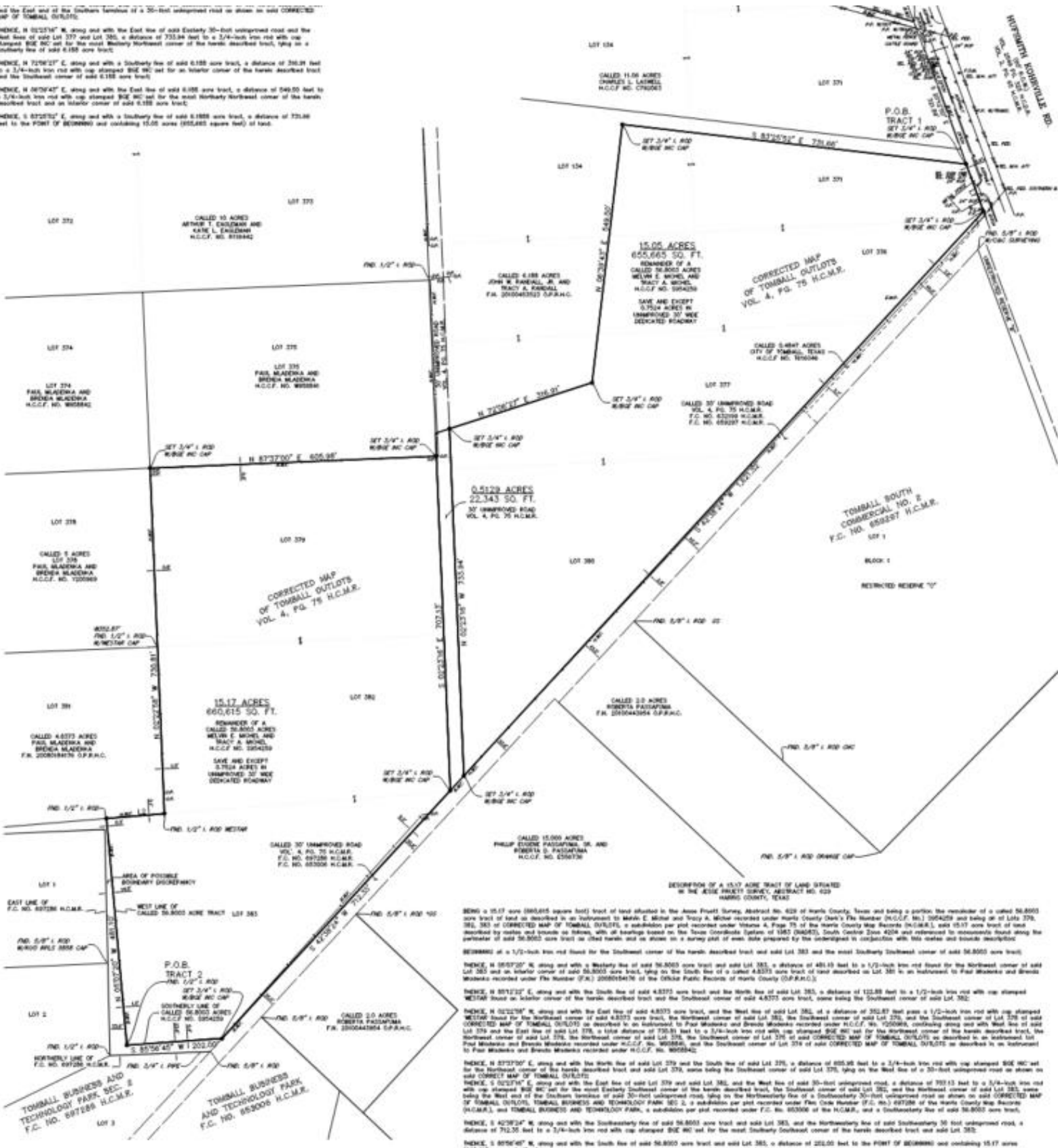
and the East end of the Southern Terminal of a 30-foot unimproved road as shown on said CORRECTED MAP OF TOMBALL OUTLOTS.

THENCE, N 02°21'47" W, along and with the East line of said Eastern 30-foot unimproved road and the West line of said Lot 377 and Lot 380, a distance of 733.94 feet to a 3/4-inch iron rod with cap stamped BSE 962 set for the most Westerly Northeast corner of the lands described tract, lying on a boundary line of said 6,155 acre tract.

THENCE, N 72°52'27" E, along and with a Southerly line of said 6,155 acre tract, a distance of 262.31 feet to a 3/4-inch iron rod with cap stamped BSE 962 set for an interior corner of the lands described tract and the Southeast corner of said 6,155 acre tract.

THENCE, N 02°21'47" E, along and with the East line of said 6,155 acre tract, a distance of 249.25 feet to a 3/4-inch iron rod with cap stamped BSE 962 set for the most Northerly Northeast corner of the lands described tract and an interior corner of said 6,155 acre tract.

THENCE, S 87°25'57" E, along and with a Southerly line of said 6,155 acre tract, a distance of 731.66 feet to the POINT OF BEGINNING and containing 15.05 acres (655,665 square feet) of land.



BEING a 15.17 acre (660,615 square feet) tract of land situated in the Acker Pruitt Survey, Abstract No. 429 of Harris County, Texas and being a portion, the remainder of a certain 56,800 acre tract of land as described in an instrument to Mark E. Miller and Tracy A. Miller recorded under Harris County Clerk's File Number (H.C.C.F. No.) 3954259 and being all of Lots 379, 381, 382 of CORRECTED MAP OF TOMBALL OUTLOTS, a subdivision per plat recorded under Volume 4, Page 75 of the Harris County Map Records (H.C.M.R.) and 15.17 acre tract of land described by notes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the perimeter of said 56,800 acre tract as cited herein and as shown in a survey plat of said site prepared by the undersigned in conjunction with this note and bounds description:

BEING all of a 1/2-inch iron rod found for the Southeast corner of the lands described tract and said Lot 381 and the most Southerly Southeast corner of said 56,800 acre tract.

THENCE, N 02°21'47" W, along and with a Westerly line of said 56,800 acre tract and said Lot 381, a distance of 481.13 feet to a 1/2-inch iron rod found for the Northeast corner of said Lot 381 and an interior corner of said 56,800 acre tract, lying on the South line of a certain 4,8373 acre tract of land described as Lot 381 in an instrument to Paul Madonia and Brenda Madonia recorded under File Number (F.N.) 200804876 of the Official Public Records of Harris County (O.P.R.H.C.).

THENCE, N 87°12'37" E, along and with the South line of said 4,8373 acre tract and the North line of said Lot 381, a distance of 122.89 feet to a 1/2-inch iron rod with cap stamped METAL found at an interior corner of the lands described tract and the Southeast corner of said 4,8373 acre tract, same being the Southeast corner of said Lot 381.

THENCE, N 02°21'47" W, along and with the East line of said 4,8373 acre tract, and the West line of said Lot 381, a distance of 352.87 feet past a 1/2-inch iron rod with cap stamped METAL found for the Northeast corner of said 4,8373 acre tract, the Northeast corner of said Lot 381, the Southeast corner of said Lot 379, and the Southeast corner of Lot 378 of said CORRECTED MAP OF TOMBALL OUTLOTS as described in an instrument to Paul Madonia and Brenda Madonia recorded under H.C.C.F. No. 3954259, continuing along said West line of said Lot 378 and the East line of said Lot 378, a total distance of 730.51 feet to a 3/4-inch iron rod with cap stamped BSE 962 set for the Northwest corner of the lands described tract, the Northwest corner of said Lot 378, the Northeast corner of said Lot 378, the Southeast corner of said Lot 378 of said CORRECTED MAP OF TOMBALL OUTLOTS as described in an instrument to Paul Madonia and Brenda Madonia recorded under H.C.C.F. No. 3954259, and the Southeast corner of Lot 378 of said CORRECTED MAP OF TOMBALL OUTLOTS as described in an instrument to Paul Madonia and Brenda Madonia recorded under H.C.C.F. No. 3954259.


THENCE, N 87°25'57" E, along and with the North line of said Lot 379 and the South line of said Lot 378, a distance of 655.95 feet to a 3/4-inch iron rod with cap stamped BSE 962 set for the Northeast corner of the lands described tract and said Lot 378, same being the Southeast corner of said Lot 378, lying on the West line of a 30-foot unimproved road as shown on said CORRECT MAP OF TOMBALL OUTLOTS.

THENCE, S 02°21'47" E, along and with the East line of said Lot 379 and said Lot 381, and the West line of said 30-foot unimproved road, a distance of 703.13 feet to a 3/4-inch iron rod with cap stamped BSE 962 set for the most Easterly Southeast corner of the lands described tract, the Southeast corner of said Lot 382, and the Northeast corner of said Lot 382, same being the West end of the Southern Terminal of said 30-foot unimproved road, lying on the Northerly line of a Southerly 30-foot unimproved road as shown on said CORRECTED MAP OF TOMBALL OUTLOTS, TOMBALL BUSINESS AND TECHNOLOGY PARK SEC. 2, a subdivision per plat recorded under File Number (F.N.) 4971298 of the Harris County Map Records (H.C.M.R.), and TOMBALL BUSINESS AND TECHNOLOGY PARK, a subdivision per plat recorded under File No. 603306 of the H.C.M.R., and a Southerly line of said 56,800 acre tract.

THENCE, S 42°39'47" E, along and with the Southerly line of said 56,800 acre tract and said Lot 382, and the Northerly line of said Southerly 30 foot unimproved road, a distance of 715.25 feet to a 3/4-inch iron rod with cap stamped BSE 962 set for the most Southerly Southeast corner of the lands described tract and said Lot 382.

THENCE, S 87°25'57" E, along and with the South line of said 56,800 acre tract and said Lot 381, a distance of 252.52 feet to the POINT OF BEGINNING and containing 15.17 acres (660,615 square feet) of land.

NOTES:
1. BEARING ORIENTATION IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE 4204 AND REFERENCED TO MONUMENTS FOUND ALONG THE PERIMETER OF SAID 56,800 ACRE TRACT AS SHOWN


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City Council Meeting Agenda Item Data Sheet

Meeting Date: November 18, 2024

Topic:

Adopt, on First Reading, Ordinance No. 2024-38, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 18, Environment, by adding a new Article XI, Tree preservation; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters

Background:

Origination: Community Development Department

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

ORDINANCE NO. 2024-38

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 18, ENVIRONMENT, BY ADDING A NEW ARTICLE XI, TREE PRESERVATION; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SEVERABILITY, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas, finds that it is in the best interest of the health, safety and welfare of the citizens to add tree preservation provisions as set forth herein; now therefore,

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

Section 1. The facts and matters contained in the preamble to this ordinance are hereby found to be true and correct.

Section 2. The Code of Ordinances is amended by adding a new Article XI, Tree preservation to read as follows:

Sec. 18-339.-Purpose.

The purpose of this section is to preserve, protect, and enhance existing trees and mitigate the effects of tree removal within the City of Tomball. Trees, particularly native species, add natural beauty and distinct local character, add shade, promote water conservation, provide locations for habitat, and increase property values. The provisions of this section are intended to support the long-term viability of healthy trees and promote natural ecological, environmental, and aesthetic quality in the community.

Sec. 18-340.-Applicability.

The provisions of this section shall apply to all property within the city limits.

Sec. 18-341.-Exemptions.

Exemptions from the requirements of this section are as follows:

- (a) Trees that the Director of Community Development or their designee determine are dead, diseased, in severe decline, or deemed a safety hazard. The property owner or developer can elect to hire a certified Urban Forester, Landscape Architect, or Arborist to confirm or reverse the City's determination.
- (b) Trees within proposed public streets, utility easements, and required fire lanes.
- (c) Or as otherwise exempt under applicable law, including Section 212.905 of the Texas Local Government Code.

Sec. 18-342.-Appeals.

The City Council shall consider appeals if it determines that compliance with this section creates an undue hardship for the applicant. An applicant may submit an alternative plan or request relief from compliance as part of an appeal application.

Sec. 18-343.-Definitions.

Caliper inch. The diameter of the trunk of a tree as measured at twelve (12) inches above grade. This measurement method is used for replacement trees.

Diameter inch (diameter breast-height). The diameter of the trunk measured four-and-one-half feet (54 inches) above grade. This measurement method is used for mature trees during a tree survey.

Clear-cutting. The indiscriminate cutting, plowing, or grubbing of trees without regard to type or size for the purpose of clearing the land.

Critically alter. Uprooting, removing the canopy or severing the main trunk of a tree, or causing damage which may cause a tree to die. This includes but is not limited to the removal of a tree from a property, damage inflicted upon a tree by machinery, storage of materials or the compaction of soil above the root system of a tree, a change in the natural grade above the root system of a tree, or excessive pruning.

Drip line. An imaginary line extending from the external boundary of a tree's canopy to the ground.

Mitigation. The method by which trees are replaced is either through replanting on the subject property, planting or transplanting to another location or same property, or through payment of fees-in-lieu of replanting approved by the City.

Parcel of land. Land in the City of Tomball which has been platted or not platted.

Protective fencing. Chain link, silt fence, or other fencing used to protect preserved trees during construction activities.

Protected tree. Any tree species listed in the City of Tomball Tree List (Table 18-344.1) that measures 18 diameter inches or larger. Species not listed in Table 18-344.1 do not require protection or replacement.

Tree, dead (or declining). A tree that is dead or in severe decline with substantial structural defects, no remedial options available, and no chance of recovery.

Tree, replacement. Trees planted to mitigate the loss of trees during development.

Tree fund. A City-administered fund established for collection of fees-in-lieu or replacement trees paid as mitigation and may include other contributions made in support of tree protection efforts.

Tree Survey. A plan or drawing to scale that identifies the exact size, location, condition (healthy, dead, or declining), and species of protected trees and the disposition of each protected tree during development. The plan shall indicate whether each protected tree is to be preserved or removed. The plan shall indicate the location and types of treatments to be utilized to protect trees during development such as fencing, mulching, root pruning, and other measures.

Sec. 18-344.-Protected tree species.

The requirements for tree replacement and mitigation as outlined in this section apply only to the trees listed in the City of Tomball Tree List (Table 18-344.1).

Table 18-344.1

City of Tomball Tree List	
American Elm	Overcup Oak
American Holly	Pecan
American Sycamore	Pin Oak
Aristocrat Pear	Possumhaw Holly
American Sweetgum	Redbud
Arizona Cypress	Red Maple
Bald Cypress	River Birch
Black Gum	Sawtooth Oak
Boxelder	Shumard Oak
Bradford Pear	Slippery Elm
Bur Oak	Southern Magnolia
Cedar	Southern Sugar Maple
Cedar Elm	Swamp Chestnut Oak
Eastern Black Walnut	Sweet Gum
Eastern Red Cedar	Sycamore
Green Ash	Texas Red Oak
Lacebark Elm	Tulip Tree
Laurel Oak	Tulip Tree Liriodendron
Leyland Cypress	Water Oak
Live Oak	White Ash
London Plane Tree	White Oak
Magnolia	Willow Oak

Sec. 18-345.-Tree removal permit.

- (a) Tree removal permit required. A tree removal permit is required for the removal of any protected tree within the City of Tomball.
- (b) Tree Removal Permit Application. A tree removal permit application and any associated permit application fees established by the City shall be submitted to the Community Development Department in conformance with the requirements of this section.
- (c) Approval. The Director of Community Development or their designee shall have the authority to issue a Tree Removal Permit if it complies with all the requirements of this Code
- (d) Expiration. A Tree Removal Permit shall expire two years after its issuance.

Sec. 18-346.-Tree survey.

(a) Tree survey required.

A tree survey shall be submitted prior to the removal of any protected trees. The tree survey shall be performed by a certified Urban Forester, Landscape Architect, or Arborist. The submitted tree survey shall include the exact size, location, condition (healthy, dead, or declining), and species of each tree that measures 18 caliper inches or larger and is listed on the City of Tomball Tree List (Table 18-344.1). It is recommended that the tree survey includes trees on the City of Tomball Tree List that measure eight (8) caliper inches or larger to retain eligibility for preserved tree credits according to Section 18-349. – Tree Preservation Incentives and Chapter 50.

(b) Tree survey requirements.

The tree survey shall be submitted on a scaled drawing of the property which includes the following information:

- (1) A vicinity map locating the property within the community;
- (2) The boundaries of the property and its calculated area;
- (3) The location of all existing streets, drainage and utility easements that are on or adjacent to the property;
- (4) The location of any required buffer zones;
- (5) Include all protected trees 18-inch diameter or larger and all trees 8-inch diameter or larger that are listed on the City of Tomball Tree List that will be preserved for tree credits. Each protected tree that is individually located by the survey will need to be flagged with blue plastic flagging. The tree survey submittals must include a table cross referenced to the diagram with the identification number, species, and diameter; and
- (6) Location of tree protection fencing installed at the edge of the drip line.

(c) Alternatives to a tree survey.

- (1) No Protected Trees on Site. In lieu of a tree survey, the applicant may submit an affidavit from a certified Urban Forester, Landscape Architect, or Arborist certifying that there are no protected trees on the property or all protected trees on the property are entirely dead or in severe decline. The affidavit shall be approved by the Director of Community Development or their designee to be accepted as an alternative to the required tree survey.
- (2) Preservation areas. In lieu of a tree survey, the applicant may submit a landscape plan together with the plat submittal or a tree removal permit depicting no-disturbance

preservation areas that include substantial existing tree canopy coverage that will not be disturbed or critically altered during grading or construction, with the following conditions:

- (a) The no-disturbance preservation areas shall constitute a minimum of 20% of the parcel area.
- (b) To confirm the existence of substantial existing tree canopy coverage in the designated areas, the submittal shall include aerial photographs and on-site photos.
- (c) Trees within the designated areas do not need to be identified as a protected tree species.

Sec. 18-347.-Buffer zones.

For plats submitted after the effective date of this provision that are adjacent to existing properties zoned for residential uses that are not part of the new subdivision, a buffer zone is required in the new subdivision along the common boundary between the new subdivision and the existing residential zone. The buffer zone shall be established as a platted reserve restricted exclusively for trees and landscaping, being a strip not less than 18 feet deep running parallel and adjacent to the common boundary and not less than 15 feet deep behind the back line of any easement or series of abutting parallel easements along the common boundary. Outside of any existing or proposed easement within the buffer zone, all trees and underbrush within this buffer zone, if they exist, are subject to mandatory preservation.

Exemptions from the buffer zone requirements include:

- (a) Subdivisions that are less than five acres in size; and
- (b) Replats of existing subdivisions where the boundary between the subdivision being replatted and the existing residential zone is unchanged and where additional lots are not being created along the boundary.

Sec. 18-348.-Tree Replacement Standards

- (a) Mitigation of Removed Trees. Protected trees meeting the minimum size and species requirements shall be replaced at a rate of 1 inch caliper of new trees for every 1-inch diameter of protected trees removed. The total number of caliper inches required to be mitigated shall not exceed 100 caliper inches per acre.
- (b) Replacement Tree Size. All replacement trees required per the mitigation ratio shall be a minimum of four (4) caliper inches. Trees must be a species listed in City of Tomball Tree List (Table 18-344.1).

(c) Landscape Credit. Replacement trees that are planted on site as mitigation for removal of protected trees are eligible to be counted toward the landscaping requirements of Chapter 50.

(d) Timing of Mitigation Compliance.

(1) Replacement trees shall be planted within 90 days of issuance of the tree removal permit. If the replacement trees cannot be planted within 90 days, the Director of Community Development or their designee may approve a delay in replacement of up to six months after the date of tree removal permit issuance.

(2) If an applicant cannot replace the mitigation trees required or gain approval to plant on an alternate site, a fee-in-lieu payment into the tree fund shall be required before the tree removal permit can be issued.

Sec. 18-349.-Tree Preservation Incentives

(a) Preserved Tree Credits. Trees listed in the City of Tomball Tree List (Table 18-344.1) that are preserved onsite and measure eight (8) diameter inches or greater may be credited toward the replacement trees required for mitigation or toward the landscape requirements in Chapter 50.

(b) Preserved tree credits will be granted according to the standards set out in Table 18-349.1.

Table 18-349.1

Preserved Tree Size (in diameter inches)	Credits Toward Replacement Tree Requirement (Mitigation)
8" – 11"	8 caliper inches
12" – 17"	12 caliper inches

(c) Code Conflicts. In certain cases, the preservation of protected trees may be desirable enough to take priority over full compliance of certain conflicting subdivision and zoning regulations, including, but not limited to, setbacks, lot design standards, building heights, sidewalks, lighting, signage, parking spaces, parking lot design, and driveway separation. When a conflict exists between the preservation of a protected tree and the provisions of subdivision or zoning ordinances, the applicant may request an alternative standard or design. The applicant’s request may be considered and approved by the Director of Community Development or their designee, provided that a reasonable application of public health and safety standards are maintained with the proposed design.

Sec. 18-350.-Alternative Mitigation Methods

(a) Fee-in-Lieu payment. If replacement tree plantings cannot be fully accommodated on site with adequate space and conditions for long-term health, then an alternative fee-in-lieu payment to the Tree Mitigation Fund, which is hereby established, may be considered. If the applicant can demonstrate every effort has been made to plant the required replacement

trees on site, the Director of Community Development or their designee may consider a fee-in-lieu payment for the remaining balance of replacement tree value. Payments to the fund will be on a per caliper inch basis at a rate established in the City's Master Fee Schedule. Replacement trees and fee-in-lieu payments may be combined to satisfy the requirement.

- (b) Off-site mitigation. If replacement tree plantings cannot be fully accommodated on site, then replacement trees may be proposed to be planted in a location mutually agreed upon by the Director of Community Development or their designee and the applicant, including parks and other public places such as streets, medians, and other common open spaces.

Sec. 18-351.-Tree Mitigation and Enforcement Funds

- (a) The Director of Community Development or their designee shall establish a dedicated account to be known as the Tree Mitigation Fund.
 - (1) Mitigation fees paid as provided by Section 18-350 – Alternative Mitigation Methods of this article shall be recorded for the benefit of the fund and accounted for in a manner that distinguishes such funds from other general funds of the city. The balance of such fund remaining at the end of each fiscal year shall be appropriated as the beginning balance of the fund for the following fiscal year. The assets of the fund may be used as provided by this section, and for no other purpose.
 - (2) The assets of the fund shall be expended to purchase and plant new trees in public parks, parkways, medians and rights-of-way of public streets and upon the grounds of other public property of the city. Planting costs payable from the fund include the installation of related irrigation equipment and other measures necessary to protect and subsequent maintenance following planting. An amount not to exceed 20 percent of the fund balance at the beginning of each fiscal year may be expended to promote public awareness of the objectives of this article, including Earth Day, or Arbor Day programs for the distribution of sapling trees to the general public.
 - (3) The Director of Community Development or their designee shall establish a dedicated account to be known as the Tree Enforcement Fund.
 - (a) Penalties for violations paid shall be recorded for the benefit of the fund and accounted for in a manner that distinguishes such funds from other general funds of the City. The balance of such fund remaining at the end of each fiscal year shall be appropriated as the beginning balance of the fund for the following fiscal year. The assets of the fund may be used as provided by this section, and for no other purpose.
 - (b) The assets of the fund can be expended to hire or contract with a certified Urban Forester, Landscape Architect, or Arborist to help with enforcement, inspections and reviews as well as to promote public awareness of the

objectives of this article and may be used for necessary expenses, equipment, or contractual obligations related to the enforcement of this article.

Section 3. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 4. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law and the City’s Home Rule Charter.

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 GARCIA _____
COUNCILMAN DUNAGIN _____
COUNCILMAN COVINGTON _____
COUNCILMAN PARR _____

SECOND READING:

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

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

LORI KLEIN QUINN, Mayor
City of Tomball

ATTEST:

Tracy Garcia, City Secretary
City of Tomball

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 18, 2024

Topic:

Adopt, on First Reading, Ordinance No. 2024-39, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 18, Environment, by adding a new section 18-169, Business hours of operation; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters.

Background:

Origination: Community Development Department

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

ORDINANCE NO. 2024-39

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 18, ENVIRONMENT, BY ADDING A NEW SECTION 18-169, BUSINESS HOURS OF OPERATION; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SEVERABILITY, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas, finds that it is in the best interest of the health, safety and welfare of the citizens to establish business hours of operation as set forth herein; now therefore,

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

Section 1. The facts and matters contained in the preamble to this ordinance are hereby found to be true and correct.

Section 2. The Code of Ordinances is amended by adding a new Section 18-169, Business hours of operation to read as follows:

Sec. 18-169. Business hours of operation.

It shall be unlawful for a gas station or convenience store (with or without gasoline sales) to be open for business between the hours of 11:01 pm and 4:59 am. Exemptions to this provision include:

- (1) Gas stations or convenience stores (with or without gasoline sales) with frontage along FM 2920, SH 249 Business, Tomball Parkway, Hufsmith-Kohrville Road, and Holderrieth Road.
- (2) Gas stations or convenience stores (with or without gasoline sales) that are not contiguous to a residential zoning district as defined in Section 50-82.
- (3) During a disaster or emergency declaration as declared by the Mayor of the City of Tomball.

Secs. 18-170 - 18-185. Reserved.

Section 3. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 4. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law and the City’s Home Rule Charter.

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 GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

SECOND READING:

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

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

LORI KLEIN QUINN, Mayor
City of Tomball

ATTEST:

Tracy Garcia, City Secretary
City of Tomball

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 18, 2024

Topic:

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

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session.
- Sec. 551.072 – Deliberations regarding Real Property

Background:

Origination: David Esquivel, City Manager

Recommendation:

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