

**NOTICE OF SPECIAL TOMBALL LEGACY FUND
CITY OF TOMBALL, TEXAS**



**Monday, October 21, 2024
6:00 PM**

Notice is hereby given of a Special meeting of the Tomball Legacy Fund Board, to be held on Monday, October 21, 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 Legacy Fund Board 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: 837 0142 5316 Passcode: 823918. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- C. New Business
 - 1. Elect Officers for the 2024 Tomball Legacy Fund, Inc. Board of Directors as Required under Sec. 4.02, Bylaws
 - 2. Approve acceptance of a grant award for the CenterPoint Energy Foundation in the amount of \$160,000 to the Tomball Legacy Fund, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement.
- D. 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 18th day of October 2024 by 6:00 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 accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (281) 290-1019 for further information.

Tomball Legacy Fund Meeting

Agenda Item

Data Sheet

Meeting Date: October 21, 2024

Topic:

Elect Officers for the 2024 Tomball Legacy Fund, Inc. Board of Directors as Required under Sec. 4.02, Bylaws

Background:

On May 15, 2023, the following officers were elected:

President – Lori Klein Quinn
Vice President – John Ford
Treasurer – Randy Parr
Secretary – Derek Townsend
Director – Dane Dunagin
Director – Mark Stoll
Director – Meagan Mageo

Assistant Secretary – Tracylynn Garcia
Assistant Treasurer – Katherine Tapscott

Following May 4, 2024, General Election, Council, as the Board of Directors, is asked to elect an updated slate of members for the 2024 TLF Board.

A suggested slate is provided below; Council may change the slate as desired:

President – Lori Klein Quinn
Vice President – John Ford
Treasurer – Randy Parr
Secretary – Lisa A. Covington
Director – Dane Dunagin
Director – Paul Garcia
Director – Meagan Mageo

Assistant Secretary – Tracylynn Garcia
Assistant Treasurer – Bragg Farmer

Origination: City Secretary

Recommendation:

Elect Officers

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

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

Tomball Legacy Fund Meeting

Agenda Item

Data Sheet

Meeting Date: October 21, 2024

Topic:

Approve acceptance of a grant award for the CenterPoint Energy Foundation in the amount of \$160,000 to the Tomball Legacy Fund, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement.

Background:

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 and pickleball courts at Jerry Matheson Park and Juergens Park.

On October 8, 2024, staff received notification that the Tomball Legacy Fund had been awarded a \$160,000 grant for shade structures for the splashpad at Jerry Matheson Park. Shade structures were included in the approved fiscal year 2024-2025 budget by City Council as part of our Capital Improvement Plan to be funded from American Rescue Plan Act (ARPA) funds.

Staff is requesting approval from the Tomball Legacy Fund for the grant acceptance and authorize the City Manager to execute the grant agreement to aid in completing the Phase II of the Jerry Matheson Park Improvement project.

Origination: Project Management

Recommendation:

Staff recommends accepting the grant award from the CenterPoint Energy Foundation in the amount of \$160,000.

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

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



CenterPoint Energy Foundation Grant Agreement

Date of Agreement:	October 8, 2024
Grantee:	Tomball Legacy Fund
Purpose of Grant:	City of Tomball Park Improvements - Juergens & Jerry Matheson Parks
Total Amount of Grant:	\$160,000
Award Date:	October 8, 2024
Grant Period:	December 2, 2024 – May 1, 2025
Payment Schedule:	Payable by Nov. 30, 2024

This grant is awarded by the CenterPoint Energy Foundation (hereinafter referred to as the “Foundation”) subject to the following terms and conditions:

- A. Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the “IRS”) as a public charity under sections 501(c) (3) and 509(a)(1) or (2) of the Internal Revenue Code (the “Code”), and Grantee will inform the Foundation immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.

- B. This grant may be used only for Grantee’s charitable activities as fully described below in “Specific Purpose of the Grant.” While the Foundation understands that Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any of the Foundation’s funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above, as described in the Grantee’s proposal and any related attachments thereto, and may not be expended for any other purposes without the Foundation’s prior written approval. Grantee accepts responsibility for complying with this agreement’s terms and conditions and will exercise full control over the grant and expenditure of grant funds and Grantee shall hold the Foundation and CenterPoint Energy harmless from any claims arising as a result of Grantee’s actions in connection with the grant and expenditure of grant funds. In addition, Grantee accepts responsibility for “City of Tomball Park Improvements - Juergens & Jerry Matheson Parks” and will exercise full control over “City of Tomball Park Improvements - Juergens & Jerry Matheson Parks” and Grantee shall hold the Foundation and CenterPoint Energy harmless from any legal liability or claims for injuries or damages suffered by any person while present on the premises of “City of Tomball Park Improvements - Juergens & Jerry Matheson Parks” or in connection with the development or construction of “City of Tomball Park Improvements - Juergens & Jerry Matheson Parks.” The Foundation may request that Grantee return any unexpended grant funds remaining at the end of the project period.

- a. City of Tomball Park Improvements - Juergens & Jerry Matheson Parks: CenterPoint Energy Foundation funding will be directed to the Jerry Matheson Park splashpad shading at \$160k in support of on-going park improvements.
- C. Grantee will provide promptly such additional information including, but not limited to, financial records to demonstrate how funds are used, reports, and documents as the Foundation may request within reasonable organizational capacity constraints.
- D. Grantee will allow the Foundation to review and approve the text of any proposed publicity concerning this grant prior to its release excluding social media mentions. If this grant is to be used for a film, video, book, or other such product, the Foundation reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether or not to be credited as a funder of the product.
- E. During the course of the project period, Grantee should notify the Foundation of any significant developments that affect the organization or the purpose for which this grant was given including, but not limited to, leadership, governing structure, staffing, mission, and objectives.
- F. The Foundation reserves the right to cancel this agreement and discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if, in the Foundation’s sole discretion, action is necessary or any of the following has occurred: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; (3) to comply with any law or regulation applicable to Grantee, to the Foundation, or this grant; or (4) Grantee is not making satisfactory progress toward the goals of the program as detailed in the application.

Grantee’s funds will be distributed upon receipt of a signed agreement indicating Grantee’s agreement to the terms and conditions set forth above and attached. Grantee may wish to have this agreement reviewed by legal counsel.

On behalf of the Grantee, I understand and agree to the foregoing terms and conditions of the Foundation’s grant and hereby certify my authority to execute this agreement on Grantee’s behalf.

Grantee Authorized Signature

David Esquivel

Printed Name: _____

Title: _____

Date: _____

CenterPoint Energy Authorized Signature: _____

Amanda Schmitt, President, CenterPoint Energy Foundation

Date: _____